

~~{Sixteen" X six"\$3,000.00}~~

~~{Sixteen" X eight"\$3,000.00}~~

~~{Sixteen" X ten"\$4,000.00}~~

~~{Sixteen" X twelve"\$4,000.00}~~

Cost of water taps: Not including Water availability and deposit

3/4"\$1,590.74

1"\$1,675.23

1 1/2"\$1,749.21

2"\$2,032.00

3"\$2,914.00

4"\$2,969.00

6"\$3,928.00

Cost of 3/4" water taps for irrigation meter with existing domestic meter \$800.00

Cost for T-Connections and for irrigation (only allowed with single service line of 3/4" or dual service line of 1 1/2" taps).

3/4" \$240.61

Cost for service relocation

3/4"\$240.61

1"\$248.18

CITY OF LAREDO WATER UTILITIES DEPARTMENT COST OF WATER
LINE EXTENSIONS, MATERIAL AND LABOR

On polyvinyl chloride (P.V.C.) pipe C-900 or C-905:

The Utilities Department can extend waterline for residential service connections. Any commercial service extension fee will be based on a cost estimate prepared by a Licensed

Professional Engineer (Texas) and provided by the contractor, and must be approved by the Utilities Director/City Manager if the amount is less than \$50,000.00 or by the City Council if the amount is \$50,000.00 or more.

2" P.V.C., per linear foot.....~~{2.00}~~ \$8.50

~~{6" P.V.C., per linear foot20.00}~~

~~{8" P.V.C., per linear foot25.00}~~

~~{10" P.V.C., per linear foot27.00}~~

~~{12" P.V.C., per linear foot30.00}~~

~~{16" P.V.C., per linear foot50.00}~~

LINE DESINFECTION OF WATER

PIPES:~~{;}~~

The contractor will furnish all labor and equipment necessary to complete the proper disinfection of the line and the cost of this operation shall be included in the bid price for the installation of the distribution system.

The City of Laredo will pay for the cost of the PASSING bacteria test, any failures will be at the expense of the contractor.

Changes or adjustments.

Based on the Public Utility Commission's rule regarding overbilling and underbilling, contained in title 16, Texas Administrative Code, section ~~{, Chapter 24, subchapter E,} 24.87(h) {Overbilling and underbilling}.~~ "If billings for utility service are found to differ from the utility's lawful rates for the services being provided to the customer, or if the utility fails to bill the customer for such services, a billing adjustment shall be calculated by the utility. If the customer is due a refund, an adjustment must be made for the entire period of the overcharges. If the customer was undercharged, the utility may backbill the customer for the amount that was underbilled. The backbilling may not exceed 12 months unless such undercharge is a result of meter tampering, bypass, or diversion by the customer as defined in §24.89 of this title (relating to Meters). If the underbilling is \$25 or more, the utility shall offer to such customer a deferred

payment plan option for the same length of time as that of the underbilling. In cases of meter tampering, bypass, or diversion, a utility may, but is not required to, offer a customer a deferred payment plan.”

(a) Adjustments

Rates and charges described in sections 31-138 are set by action of the city council of the city. Any changes or adjustments to those rates are prohibited unless approved by the city council, except in the event that there is a clear error in calculation or meter reading. The Utility Director or his designee may, in the case of a clear error of calculation or meter reading, allow certain adjustments of amounts billed if sufficient evidence is presented by the customer.

Any adjustments will be based on the Public Utility Commission's rule contained in section 24.87(h) of title 16 of the Texas Administrative Code ~~{Chapter 24, subchapter E,(h)}~~.

(b) Back Billings/Under Billings

Any adjustments will be based on the Public Utility Commission's rule contained in section 24.87(h) of title 16 of the Texas Administrative Code ~~{Chapter 24, subchapter E,(h)}~~. .

Sec. 31-138.2. – Fire Protection Fees For Fire Protection Tanks

Annual Inspection Fee.....\$30.00

Refilling of fire protection tanks will be charged as bulk water as established under Section 31-139.

Sec. 31-138.3 Connection Fees For Temporary Construction Meters

TEMPORARY CONSTRUCTION METERS (RESIDENTIAL AND
COMMERCIAL)

Before requesting a temporary construction meter, a plumbing permit must be obtained from the Building Department. The Utilities Department will approve the sizing of the temporary construction meter(s) based on required flow rate submitted by customer or customer representative at the time of the request for the development. In addition, for commercial meters, an appropriate backflow preventer must be registered with the Utilities Department and then installed by the customer at the location. For commercial locations, if a plat approval has not been issued, then the request for a temporary construction meter will be forwarded to the Utilities

Department for review and approval in order to ensure that the bacteriological and pressure tests are in compliance. The person desiring such meter shall first make an application and payment of fees (water availability, deposit, meter and meter installation) with the Utilities Department under section 31-138.1 and 31-141. The meter will be read and billed for water only during this period based on the current rates

Temporary Construction meters shall be allowed for **no longer than six months for residential and no longer than 9 months for commercial construction**. During these time frames, if a Certificate of Occupancy (CO) from the Building Department is obtained, the temporary construction meter would become a permanent meter and all costs of services will be added to the bill (sewer, garbage, federal/state mandates, stormwater, tax and any other fees approved by City Council). The meter shall be installed, read and finally removed, if needed, by Utilities' employees only. It is illegal to remove or replace the meter by any person other than a Utilities Department employee and is subject to an illegal connection fee as established under Section 31-133 (e).

Sec. 31.138.4 – Refund of Security Deposits.

- (a) A refundable security deposit for utility services is required from all customers according to section 31-138.1.2.
- (b) For the purpose of this section "unsatisfactory credit history" means, according to the city tax department records, that utility service has been cut off more than once for nonpayment within the previous two (2) years or a bill has been left unpaid after any previous service was discontinued or there are balances overdue on any utility and paving contract and liens for forced lot cleaning or demolition are due to the city.
- (c) The city shall review customer's payment histories in April of every year to determine eligibility for a one-time security deposit refund in the amount of thirty dollars (\$30.00) when a customer has met all of the following conditions:
 - (1) The account is on a residential meter; and
 - (2) The account currently has a utility security deposit posted in the amount of one hundred dollars (\$100.00) or greater; and
 - (3) The customer has been receiving utility service for more than twelve (12) continuous months; and
 - (4) The customer has a good credit record of paying in thirty (30) days from the date of billing or less every month in accordance to the city tax department records; and
 - (5) The customer's service has not been cut off more than twice during the past two (2) years or less for nonpayment of a bill; and
 - (6) The customer is current on all utility and paving contracts and has no liens for forced lot cleaning or demolition due to the city.
- (d) Customers eligible for refunds will receive their refunds according to the following guidelines:

- (1) Any refund of a portion of the security deposit will normally be credited to a customer's May bill. If the deposit is greater than the outstanding bill, the credit may be applied to the customer's next monthly bill.
- (e) All sums of money collected as cash deposit securing the utilities department against losses that may be sustained when a customer discontinues his/her utility services shall be deposited in a special fund to be used for the payment or adjustment of final amounts due the city for utility service when the account is being closed.
- (f) If a person makes a deposit and becomes insolvent or bankrupt, or makes an assignment for the benefit of the person's creditors, the city shall apply the person's deposit to offset the outstanding bill.
- (g) Any customer who has a posted security deposit of less than one hundred dollars (\$100.00) because of a refund, senior citizen reduction, transfer reduction, a prior ordinance or other reason, but subsequently develops an unsatisfactory credit history, may be required as a condition for continuing utility service to post a security deposit in the full amount currently charged to new applicants.

Sec. 31-139. - Bulk water rates.

Bulk water is used in residential and commercial construction for the testing of the water lines.

(a) General requirements.

- (1) Without prior permission of the utilities department, no water may be removed from the city water system, except by the city fire department for firefighting purposes or the city water department.
- (2) No water shall be removed from the city water system unless it is dispensed by a device approved by the city.
- (3) The city makes no guarantees regarding the quality of water after it leaves the city water system, and persons purchasing bulk water agree to hold the city harmless regarding water quality if it is removed from the city's water system.
- (4) The utilities director or his designee may at any time halt the sale of bulk water.

(b) Bulk water categories and rates. Thirty dollar (\$30.00) administrative fee.

Potable water category (rate per 1,000 gallons up to 53,750 gallons) \$ 8.00

Anything above the fifty-three thousand seven hundred fifty (53,750) gallons will be charged as commercial water rates as established in water rates, section 31-138.

Effluent water category (rate per 1,000 gallons) \$ 4.00

Sec. 31-140. - Fire hydrant meters.

- (a) *System connection and water use.* The city's utilities department issues on-location fire hydrant meters for water usage on projects to contractors/customers on a short-term basis. Water taken from fire hydrants may be used only for non-potable, non-recreational purposes within the utilities department service area. The use of non-potable water taken from fire hydrants for swimming pools is prohibited. Fire hydrant meters may not be used for long-term irrigation or other uses where a permanently installed meter would be appropriate. No garden hose adaptors will be allowed to be connected to the two (2) inch fire hydrant meter. The utilities director may remove any fire hydrant meter due to pressure issues.
- (b) *Application process and inspection.* The contractor/customer shall submit the applicable fee and complete a fire hydrant meter application stating the exact location for the meter installation. The applicant shall provide the reason for the meter and an approximate time frame the meter will be in service. At the conclusion of each and every project, it will be necessary to finalize the meter reading. Upon request, the application will be updated for the new project location, time frame and transferring of applicable fees. The use of a meter other than what is indicated on the application shall cause the meter to be confiscated immediately. The contractor/customer must use a city meter and pay any and all applicable fees. Failure to comply with one (1) or more of the terms and conditions shall be cause for terminating the permit. Under a standard fire hydrant meter permit, the applicant may request the use of any fire hydrant from the utilities department's designated network fire hydrants. The utilities department staff will review such requests on a case by case basis and a decision shall be issued within five (5) business days of receiving the request. The utilities department reserves the right to refuse to issue a fire hydrant meter permit to any applicant or to require an applicant to pay all current charges on the applicant's utilities account as a condition to the issuance of a permit. The utilities department can inspect fire hydrant meters at any time and the permit holders shall make provisions for such inspections. The permit holder shall use the backflow preventer provided with the fire hydrant meter at all times to protect the city's water supply. Removal of the backflow prevention device shall be cause for confiscating the fire hydrant meter and terminating the permit. Any contractor, customer, builder, or person found connected to the water system without the city's approval shall be considered an illegal connection and subject to a five hundred dollar (\$500.00) illegal connection fee.
- (c) *Fees and charges.*
- (1) A deposit of three hundred dollars (\$300.00) is required for each fire hydrant meter account.
 - (2) The nonrefundable installation fee is three hundred twenty-five dollars (\$325.00) for each fire hydrant meter permit.
 - (3) All fire hydrant meter(s) shall be charged a minimum monthly charge of four hundred thirty dollars (\$430.00) which will provide up to fifty-three thousand seven hundred fifty (53,750) gallons. Anything above the minimum consumption will be charged as established in section 31-138, water rates.
 - (4) A contractor/customer may request for an on-location fire hydrant meter. If no fire hydrant exists at the location, the total cost for the installation of a new fire hydrant for on-location service is four thousand six hundred twenty-five dollars (\$4,625.00) one thousand five hundred dollars (\$1,500.00) for the fire hydrant, two thousand five hundred dollars (\$2,500.00) for the fire hydrant installation, three hundred dollars (\$300.00) deposit and three hundred twenty-five dollars (\$325.00) for the fire hydrant meter installation).

(5) The permit holder shall be required to remit payment for all water withdrawn from fire hydrants on a monthly basis. A late fee of five (5) percent or five dollars (\$5.00) whichever is greater is charged to the balance owed on the account at the beginning of the second business day after the bill due date of each month.

(6) Fire hydrant flow test (if required) ~~[[is]]~~ one hundred fifty dollars (\$150.00).

(d) *Loss, damage and payment.* For permit holders that contract with the utilities department, the director is authorized to withhold all or a portion of the deposit for outstanding fire hydrant meter charges including but not limited to repair and replacement of the hydrant meter and usage.

If a fire hydrant meter is lost or stolen, the permit holder must file a police report and pay the minimum charge for one (1) month.

Sec. 31-141. Water Availability

Water availability charges applicable to all platted property.

(a)

Lot charges. In addition to all other charges provided for herein and in addition to all requirements of the subdivision ordinance or other ordinances regulating the subdivision or platting of land, there shall be an additional charge for the creation of every new lot as set forth below:

1.-

Residential lots:

a.

For each lot that is under 6,000 square feet\$300.00

b.

For each lot that is 6,000 to 8000 square feet\$500.00

For each lot that is 8,001 to 9,999 square feet \$1500.00

d.-

For each lot that is 10,000 square feet and over \$2,000.00

2.-

Nonresidential lots (commercial lots):

a.

For each and every lot created which is less than one (1) acre, the equivalent of one third acre-feet of municipal use water right, per lot \$1000.00.

b.-

For every lot which is greater than one (1) acre (any fractional acreage within such lot shall incur a proportionate charge), the

equivalent of one-half acre-feet of municipal use water right, per acre \$1500.00.

c.

For every lot regardless of size created by a replat that has been previously paid under subsection 1. or 2. above, the equivalent of one-half acre-feet of municipal use water right, per lot \$1500.00.

(b)

Connection charges. For each connection to the water system or increase in meter size, the following charges will be collected at the time of connection, as shown below, except for a five-eighths and three-fourths meter connection to a lot of record as defined in section 24-61(b)(59)(ii) of the zoning ordinance, for which there shall be no charge.

1.

Residential lots [~~for which either the five-eighths by three-fourths inch or one-inch meter size applies~~] will pay a connection fee as follows: \$300.00.

[Meter Size (inches)]	[Lot Size (square feet)]	[Amount]
$\{ \frac{5}{8} \times \frac{3}{4} \}$	[under 6,000]	[\$300.00]
$\{ \frac{5}{8} \times \frac{3}{4} \}$	[6,000 to 8000]	[500.00]
$\{ \frac{5}{8} \times \frac{3}{4} \}$	[8001 to 9,999]	[750.00]
$\{ \frac{5}{8} \times \frac{3}{4} \}$	[10,000 and over]	[1,000.00]
[1]	[any size lot]	[1,000.00]

Residential lots at the Colonias will be charged a \$450.00 water connection fee. Water LUEs will be charged in accordance with Ordinance No. 2011-O-019 or any amendments to this ordinance.

2. Multifamily will be charged as \$200 per unit [~~per meter~~]. Any lot created as multifamily use requires the installation of a master meter with backflow preventer for all the units. Any individual meter/unit request will be reviewed by the Utilities Director on case by case basis and may be approved by the City Manager.

3. Nonresidential lots (commercial lots) excluding multifamily will have a connection fee based on the meter size:

Size of meter in inches:

{5/8"} 3/4"\$500.00
1 "\$1,000.00
1 1/2"\$2,000.00
2 "\$4,000.00
3 "\$8,000.00
4 "\$16,000.00
6" & 8"\$40,000.00
{8"....}	64,000.00}

(c)

Excluded from the water availability charge are any lot or lots created prior to September 9, 1979, by a subdivision or a re-subdivision of land described by metes and bounds contained in an instrument of grant or conveyance legally executed, duly acknowledged and properly recorded at the county deeds records office, and filed on September 9, 1979, or afterwards within thirty (30) days from such date, which date is the publication date of the public notice printed on page 12A of the Laredo Times at the direction of the planning and zoning commission; and upon proof thereof to the appropriate city official or officials, such lot or lots shall be excluded from the water availability charge.

(d)

Prohibit the use of water rights to pay capital improvement contribution fees.

(e)

The city council hereby ratifies, adopts and approves the water availability charge as passed and approved by the waterworks board at its regular meeting of August 17, 1983.

(f)

Funds collected for water availability, connection charges, and water demand fees shall be allocated to a "water availability fund" in the city's annual budget and shall be used to purchase water, groundwater, or water rights and/or finance studies, secondary water supply and pilot programs which tend to diversify and augment the water supply.

~~{Sec. 31-141.1. Security deposits.}~~

~~{(a) A refundable security deposit for utility services is required from all customers according to section 31-138.1.2, rates and charges inside the city.}~~

~~{(b) An applicant for residential service to a three-quarter inch meter, who has not previous unsatisfactory credit history with the city, is only required to deposit thirty dollars (\$30.00) of the required deposit amount if the applicant complies with one of the following:}~~

- ~~[(1) The applicant is sixty five (65) years or older, and has presented proof of age.]~~
- ~~[(c) For the purpose of this section "unsatisfactory credit history" means, according to the city tax department records, that utility service has been cut off more than once for nonpayment within the previous two (2) years or a bill has been left unpaid after any previous service was discontinued or there are balances overdue on any utility and paving contract and liens for forced lot cleaning or demolition are due to the city.]~~
- ~~[(d) The city shall review customer's payment histories in April of every year to determine eligibility for a one time security deposit refund in the amount of seventy dollars (\$70). The city may refund seventy dollars (\$70.00) of the required utilities security deposit when a customer meets the requirements under subsection (b) or has met all of the following conditions:]~~
- ~~[(1) The account is on a residential meter inside city limits; and]~~
- ~~[(2) The account currently has a utility security deposit posted in the amount of one hundred dollars (\$100.00) or greater; and]~~
- ~~[(3) The customer has been receiving utility service for more than twelve (12) continuous months; and]~~
- ~~[(4) The customer has a good credit record of paying in thirty (30) days from the date of billing or less every month in accordance to the city tax department records; and]~~
- ~~[(5) The customer's service has not been cut off more than twice during the past two (2) years or less for nonpayment of a bill; and]~~
- ~~[(6) The customer is current on all utility and paving contracts and has no liens for forced lot cleaning or demolition due to the city.]~~
- ~~[(e) Customers eligible for refunds will receive their refunds according to the following guidelines:]~~
- ~~[(1) Any refund of a portion of the security deposit will normally be credited to a customer's May bill. If the deposit is greater than the outstanding bill, the credit may be applied to the customer's next monthly bill.]~~
- ~~[(f) A customer who has a current utility service account and is eligible to receive a refund according to subsection (d) above may transfer the account from one (1) location to another within the city. If the customer has paid all the utility bills on the account in a prompt manner of within thirty (30) days of the billing according to the city tax department records, said customers shall only be required to deposit thirty dollars (\$30.00) of the current utility services deposit rate.]~~
- ~~[(g) All sums of money collected as cash deposit securing the utilities department against losses that may be sustained when a customer discontinues his/her utility services shall be deposited in a special fund to be used for the payment or adjustment of final amounts due the city for utility service when the account is being closed.]~~
- ~~[(h) If a person makes a deposit and becomes insolvent or bankrupt, or makes an assignment for the benefit of the person's creditors, the city shall apply the person's deposit to offset the outstanding bill.]~~
- ~~[(i) Any customer who has a posted security deposit of less than one hundred dollars (\$100.00) because of a refund, senior citizen reduction, transfer reduction, a prior ordinance or other reason, but subsequently develops an unsatisfactory credit history, may be required as a condition for continuing utility service to post a security deposit in the full amount currently charged to new applicants.]~~

~~[(j) If a person required to make a deposit in accordance with this section fails to make the deposit after applying for service or after notification of the deposit being due, or after notification of liability for an increased deposit, the city may discontinue service until payment or satisfactory arrangements for payment have been made.]~~

Section 2. If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the remaining provisions of this ordinance shall remain in effect as if the unconstitutional or invalid portion had not been adopted.

Section 3. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 4. This Ordinance shall be published according to Section 2.09(D) of the Charter of the City of Laredo.

Section 5. This Ordinance shall take effect as of April 1, 2018, pursuant to the City Charter, Section 2.09(B).

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
THE 5 DAY OF February, 2018.

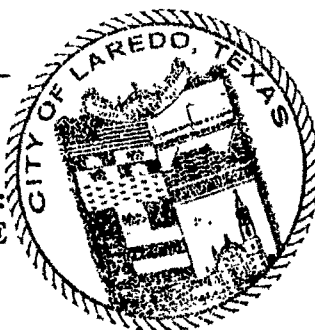

PETE SAENZ
MAYOR

ATTEST:


JOSE A. VALDEZ JR.
CITY SECRETARY

APPROVED AS TO FORM:
KRISTINA LAUREL HALE
CITY ATTORNEY


BY: LISA M. PAUL
ASSISTANT CITY ATTORNEY



City Council-Regular

Meeting Date: 02/05/2018

Initiated By: Martin Aleman, Executive Director of Finance and Technology

Initiated By: Riazul Mia, P.E., Utilities Director

Staff Source: Riazul I Mia, PE, Utilities Director

SUBJECT

2018-O-026 Amending Chapter 31 (Utilities), Article III, (Water), Division 3 (Rates and Charges) section 31-138 (Water rates) by adding a fixed monthly water demand fee based on meter sizes as stated in table 4 (from \$1 to \$50 based on meter size); amending section 31-138.1.1 (fees) by implementing new account connection fees for same business day service (from \$35 to \$75 based on the need for meter setup); amending section 138.1.2 (service charges) by adding fees for installation of tee-connections, reducing the water tap fee for irrigation meters, amending the cost for 2" waterline extensions for service connections if needed, deleting the meter and meter installation fee for 5/8" meter, and reducing the security deposits for new customers who are 65 years or older and veterans; creating section of 31-138.4 (refund security deposits); amending section 31-141(b) by reducing the connection fees for residential services to a flat rate, adding a water connection fee for residential services to the Colonias, and reducing the connection fees for 8" commercial meter, amending section 31-141(f) by including the water demand fees; deleting section 31-141.1.1 (security deposits); providing for severability; providing this ordinance shall be cumulative; providing for publication; and providing an effective date.

PREVIOUS COUNCIL ACTION

The ordinance was introduced by the City council on January 24, 2018.

BACKGROUND

The cost of water rights was \$720/ac-ft in 1996 and \$3000/ac-ft in 2015. City needs to acquire more water rights to meet the future demands and staff is recommending to implement a fixed monthly demand fees based on the meter size to generate additional revenue to additional water rights. Currently the only revenue collected during platting and meter connection fees are close to \$1.0 million which can only provide additional 300 ac-ft of water.

COMMITTEE RECOMMENDATION

N/A

STAFF RECOMMENDATION

Introduction of the Ordinance

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

Revenues generated will be deposited into the Utilities Funds.

Attachments

water-demand

**CITY OF LAREDO ORDINANCE NO.
2018-O-023**

AMENDING THE LAREDO LAND DEVELOPMENT CODE, ARTICLE VI, SECTION 24.94.5, BY REVISING THE CONDITIONAL USE PERMIT APPLICATION SUBMITTAL CRITERIA; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

L-40

ORDINANCE NO. 2018-O-019

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY 16.96 ACRES, OUT OF D.M.J. SANCHEZ PORCION 22, ABSTRACT 277, LOCATED ON THE WEST END OF MONACO BLVD AND NORTH OF SHILOH DR., FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-1A (SINGLE FAMILY REDUCED AREA DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

L-44

ORDINANCE NO. 2018-O-020

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOTS 6 AND 8, BLOCK 218, WESTERN DIVISION, LOCATED AT 1219 SAN DARIO AVE., FROM B-1 (LIMITED BUSINESS DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

L-43

ORDINANCE NO.

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL PERMIT FOR TOWNHOUSE PHASE 1, LOCATED AT 1219 SAN DARIO AVE.; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

L-46

ORDINANCE NO. 2018-O-011

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING APPROXIMATELY .084 ACRES AS FURTHER DESCRIBED BY METES AND BOUNDS IN EXHIBIT A, LOCATED AT NORTH OF PITA MANGANA RD., AND EAST OF CUATRO VIENTOS RD., FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-4 (HIGHWAY COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

L-52

ORDINANCE NO. 2018-O-027

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 23 "PARKS AND LEISURE SERVICES" BY REPEALING SECTION 23-8 "PROHIBITION REGARDING CHILD SEX OFFENDER IN CHILD SAFETY ZONE" AND REPLACING WITH A NEW SECTION "PROHIBITION REGARDING SEX OFFENDER IN SAFETY ZONE," AND AMENDING SECTION 23-9 "ENFORCEMENT PROCEDURES" TO RESTRICT THE ACTIVITIES OF REGISTERED SEX OFFENDERS WHO HAVE COMMITTED CRIMES AGAINST CHILDREN AS WELL AS ADULTS; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, PENALTY FOR VIOLATION; SAVINGS, SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE.

L-38

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, AMENDING CHAPTER 31 (UTILITIES), ARTICLE III, DIVISION 3 (RATES AND CHARGES) SECTION 31-138 (WATER RATES) BY ADDING A FIXED MONTHLY WATER DEMAND FEE BASED ON METER SIZES AS STATED IN TABLE 4 (FROM \$1 TO \$80 BASED ON METER SIZE); AMENDING SECTION 31-138.1.1 (FEES) BY IMPLEMENTING NEW ACCOUNT CONNECTION FEES (SAME BUSINESS DAY SERVICE (FROM \$35 TO \$75 BASED ON THE NEED FOR METER SETUP); AMENDING SECTION 31-138.1.2 (SERVICE CHARGES) BY ADDING FEES FOR INSTALLATION OF TEE CONNECTIONS, REDUCING THE WATER TAP FEE FOR IRRIGATION METERS, AMENDING THE COST FOR 2" WATERLINE EXTENSIONS FOR SERVICE CONNECTIONS IF NEEDED, DELETING THE METER AND METER INSTALLATION FEE FOR 5/8" METERS AND REDUCING THE SECURITY DEPOSITS FOR NEW CUSTOMERS WHO ARE 65 YEARS OR OLDER AND VETERANS; CREATING SECTION 31-138.4 (PREPARED SECURITY DEPOSITS); AMENDING SECTION 31-141(B) REDUCING THE CONNECTION FEES FOR RESIDENTIAL SERVICES TO A FLAT RATE, ADDING A WATER CONNECTION FEE FOR RESIDENTIAL SERVICES TO TOLAMAS, AND REDUCING THE CONNECTION FEES FOR 1" COMMERCIAL METER, AMENDING SECTION 31-141(B) BY INCLUDING THE WATER DEMAND FEES; DELETING SECTION 31-141.1.1 (SECURITY DEPOSITS); PROVIDING FOR SEVERABILITY; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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Kazandra Gonzalez	728.2508	Esmeralda Garza	728.2513
Anita Lopez	728.2534	Rosie Camacho	728.2513

LAREDO MORNING TIMES

956-728-2513

AN ORDINANCE NO 2018-O-056

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, PROVIDING FOR THE AMENDMENT OF CHAPTER 31, ARTICLE II, DIVISION 1 SECTION 31-19 INCREASING THE NOTICE REQUIREMENT FROM 24 TO 72 HOURS; DIVISION 2, SECTION 31-35 ADDING THE ADDITIONAL REQUIREMENT OF ANNEXATION EXCEPT AS PROVIDED BY SECTION 31-3 FOR INDUSTRIAL PURPOSE PROPERTIES; DELETING SECTION 31-36 (SAME-ISSUANCE); DELETING SECTION 31-37 (SAME-FEES PAID WITH APPLICATION); DELETING SECTION 31-38 (SAME-SUBJECT TO REVOCATION); RENUMBERING SECTION 31-39 AS 31-36 (INSPECTIONS); REPLACING ALL REFERENCES TO "PERMIT" WITH "PLUMBING PERMIT"; REPLACING ALL REFERENCES TO "WATER BOARD" WITH "UTILITIES DEPARTMENT"; REPLACING ALL REFERENCES TO "MEDIA" WITH "PUBLIC"; DELETING SECTION 31-40 (PLUMBING PERMITS, NOTICE TO WATER BOARD); RENUMBERING SECTION 31-41 TO SECTION 31-37 (LIABILITY FOR INJURIES TO SEWERS AND STREETS; BONDS); REPLACING ALL REFERENCES TO "BOARD OF TRUSTEES" WITH "BUILDING DEVELOPMENT SERVICES DEPARTMENT"; AND RENUMBERING SECTION 31-42 AS SECTION 31-38.

DIVISION 5, SECTION 31-92 (RATES AND CHARGES), BY DELETING SUBSECTION (2)(b); SECTION 31-93 (METERING DEVICES) REPLACING ALL REFERENCES TO "CITY SEWER SYSTEM" WITH "UTILITIES DEPARTMENT ENGINEERING DIVISION"; RENUMBERING SECTION 31-102 AS SECTIONS 31-97 (FEES); SECTION 31-97 (e)5 BY ADDING EXPLANATORY NOTE REGARDING NO CHARGES ON FIRST SERVICE CALL FOR NEW CONSTRUCTION; AND ADDING SECTION 31-97 (e) (12) ADDING A SEWER CONNECTION FEE FOR COLONIA RESIDENTIAL AND LUE CONNECTIONS.

WHEREAS, City desires to correct references in chapter 31 of its code of ordinances from permit to plumbing permit, from water board to Utilities Department, from board of trustees to Building Development Services Department, from the city sewer system to Utilities Department

Engineering Division, and requiring as a prerequisite to service that all property be duly annexed and platted and recorded at the county clerks' office by the record owner to property; and

WHEREAS, the City wishes to waive the Closed Circuit TV (CCTV) service charges for the first sewer inspection service on new construction and to specify charges for additional CCTV service trips; and

WHEREAS, the City wishes to set sewer connection and LUE fees for the Colonias residential lots.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS THAT:

Section 1. The City of Laredo Code of Ordinances Chapter 31, Article II, is hereby amended as follows:

ARTICLE II. - SEWERS AND SEWAGE DISPOSAL ^[2]

DIVISION 1. - GENERALLY

Sec. 31-19. - Damaging system; notice before laying pipe.

No person shall injure, break or remove any portion of any manhole, [~~lamphole~~], flush tank or any part of the city's sanitary sewer system, and when any person shall desire to lay or drive any pipe in any of the streets upon which sewers are laid, they shall give at least [~~twenty-four (24)~~] seventy two (72) hours' notice to the [~~board of trustees~~] Utilities Department.

DIVISION 2. - CONNECTIONS

Sec. 31-35. - Permit required to connect with a sewer—Application; materials owned by city; service easement in city for service connections.

- (a) No person shall make any connection with or any opening into any sanitary sewer of the city without a permit from the city. Before the city issues permits for any connection or connections, all the property to be served shall first be annexed, duly platted and recorded at the county clerk's office by the record owner, except as mentioned on Section 31-3 (a), (b) & (c). In the event of divided ownership of a lot or lots, the lot or lots in question shall be duly annexed, platted and recorded before any connection is approved. If a record owner of a lot requests more than one (1) sewer tap, a written assurance shall be filed with the city secretary by such record owner certifying his ownership to the entire lot or lots in question, and certifying further that there is no divided ownership nor will there be divided ownership of the lot or lots in question unless there is full compliance with all state and city platting requirements. Applications for permits shall be made in writing at the city's water and sewer department office, on forms prescribed and furnished by the city, by the property owner or his authorized agent; and such application shall give the exact location of the property, the

name of the owner, the service charge classification of the premises to be served, the name of the person employed to do the work of making such connection, and such other information as the city shall prescribe.

~~{Sec. 31 36. Same Issuance.}~~

~~{Upon filing of an application for a permit required by section 31 35, and the payment of the fees hereinafter prescribed, the officer or employee authorized by the board shall issue a permit in the name of the applicant to make connection with the sewer in accordance with the application. Such permit shall be made in triplicate and one copy retained in the office of the water board, one copy delivered to the permittee and one copy furnished to the city plumbing inspector for the records of his office.}~~

~~{Sec. 31 37. Same Fees; paid with application.}~~

~~{With each application to connect with the sewer there shall be paid to the water board a permit or sewer tapping fee of two dollars (\$2.00) and, in addition, a deposit of ten dollars (\$10.00) to cover the cost of paving the opening where temporary paving is cut, and a deposit of one hundred dollars (\$100.00) where the cut is permanent paving. Such fees and deposits shall be kept separate from other funds and remitted monthly to the city secretary with the name and address of each permit holder and the amount of his payment as required by ordinance.}~~

~~{Sec. 31 38. Same Subject to revocation.}~~

~~{All permits to connect with sewers shall be given upon the express condition that the board of trustees may, at any time before the work is completed, revoke and annul the same, and no party interested shall have any right to claim damages in consequence of such permits being revoked or annulled.}~~

Sec. 31-~~39~~36. - Inspections.

Whenever a plumbing permit is issued to connect to the sewer, the city ~~[plumbing]~~ Utilities inspector shall supervise and inspect the work and materials used in making such connection. ~~[and]~~ The ~~[plumbing]~~ Utilities inspector shall notify the ~~designated representative~~ project Utilities engineer that will notify the public ~~[of the water board]~~ of the time when final inspection of such connection will be made and such representative of the ~~[water board]~~ Utilities Department may be present at such inspection if he so desires. Upon the completion of such sewer connection and the installation and connection of the plumbing fixtures to be served by such sewer connection, the city ~~[plumbing]~~ Utilities inspector shall make a written report to ~~[the water board]~~ Utilities Department showing the location of the property line, the service charge classification of the premises to be served by the connection, the number and kind of fixtures installed on such premises and such other information as ~~[the water board]~~ Utilities Department shall require to make a complete record of the sewer connection and plumbing installed in connection therewith including any changes.

~~{Sec. 31 40. Plumbing permits, notice of to water board.}~~

~~{Whenever the city plumbing Utilities inspector shall issue a permit for installation of additional fixtures on any premises then being served by the sanitary sewer, or any change in the~~

~~fixtures already installed, he shall immediately make a detailed report to the water board of such installation or change.]~~

Sec. 31-[41]37. - Liability for injuries to sewers and streets; bond.

The property owner, or plumber, who makes the connections, or both, shall be held responsible for any injuries the plumber shall cause to the sewer or street in making connections with the sanitary sewer, and it shall be unlawful for the ~~[board of trustees]~~ Building Development Services Department to issue any plumbing permit for sewer connections, unless the plumber proposing to do the work of making the sewer connections has filed a bond, as required by the code of the city regulating plumbers.

Secs. 31-[42]38—31-50. - Reserved. DIVISION 5. - RATES AND CHARGES

Sec. 31-92. - Rates and charges.

(a) *Premises connected with system.* Charges shall be paid by all persons owning or occupying premises which are connected with the sanitary sewage system in accordance with the following schedule of rates; and such charges as are hereinafter described are hereby levied and assessed, as hereinafter provided:

(1) Monthly sewer rate charges shall be based on metered water consumption as described on the following tables scheduled for annual adjustments beginning on October 1, 2008, and every year that follows up to 2037.

Residential:

Begin Gallons	End Gallons	Oct 2015	Oct. 2016	Oct. 2017	Oct. 2018	Oct. 2019	Oct. 2020	10/2021 & Forward Annual % Increase
0	2,000	\$ 9.29	\$ 9.47	\$ 9.66	\$ 9.85	\$10.05	\$10.25	2%
2,001	4,000	\$ 3.18	\$ 3.24	\$ 3.30	\$ 3.37	\$ 3.44	\$ 3.51	2%
4,001	10,000	\$ 3.23	\$ 3.29	\$ 3.36	\$ 3.43	\$ 3.50	\$ 3.57	2%
10,001	20,000	\$ 3.40	\$ 3.47	\$ 3.54	\$ 3.61	\$ 3.68	\$ 3.75	2%
20,001	30,000	\$ 3.65	\$ 3.72	\$ 3.79	\$ 3.87	\$ 3.95	\$ 4.03	2%
30,001	Greater	\$ 3.65	\$ 3.72	\$ 3.79	\$ 3.87	\$ 3.95	\$ 4.03	2%

Commercial:

Begin Gallons	End Gallons	Oct 2015	Oct. 2016	Oct. 2017	Oct. 2018	Oct. 2019	Oct. 2020	10/2021 & Forward Annual % Increase
0	2,000	\$24.87	\$25.36	\$25.87	\$26.39	\$26.92	\$27.46	2%
2,001	4,000	\$ 2.37	\$ 2.41	\$ 2.46	\$ 2.51	\$ 2.56	\$ 2.61	2%
4,001	10,000	\$ 2.41	\$ 2.46	\$ 2.51	\$ 2.56	\$ 2.61	\$ 2.66	2%
10,001	40,000	\$ 2.76	\$ 2.82	\$ 2.87	\$ 2.93	\$ 2.99	\$ 3.05	2%
40,001	150,000	\$ 2.86	\$ 2.91	\$ 2.97	\$ 3.03	\$ 3.09	\$ 3.15	2%
150,001	300,000	\$ 3.19	\$ 3.72	\$ 3.79	\$ 3.87	\$ 3.95	\$ 4.03	2%
300,001	600,000	\$ 3.51	\$ 3.72	\$ 3.79	\$ 3.87	\$ 3.95	\$ 4.03	2%
600,001	1,000,000	\$ 4.17	\$ 4.25	\$ 4.34	\$ 4.42	\$ 4.51	\$ 4.60	2%
1,000,001	Greater	\$ 5.06	\$ 5.16	\$ 5.26	\$ 5.37	\$ 5.47	\$ 5.58	2%

(2) There shall be no maximum monthly charges for residential and commercial users.

~~[(b) The rates and fees for outside the city limits shall be two (2) times those herein established for commercial rate and fees.]~~

Sec. 31-93. - Metering devices.

- (a) The owner or occupant of any building connected to the sanitary sewage system using water from water wells or other sources shall be required to install at such owner's cost and expense a metering device in such sewage line and the charge at the rates set out in section 31-92 shall be based on the amount of flow into the sanitary sewage system as shown by such meter. Any such metering device so installed shall be approved by ~~[the city sewer system]~~ Utilities Department Engineering Division.
- (b) Any commercial user who uses metered water as a component of a manufactured product (such as an ice plant or bottling plant) may at his option install a metering device in such sewage line at his cost and expense and the charge at the above rates shall be based on the amount of flow into the sanitary sewage system as shown by such meter. Any such metering device so installed shall be approved by ~~[the city sewer system]~~ Utilities Department Engineering Division. If such commercial user does not install a metering device, he shall be

charged in accordance with the rate schedule set out in section 31-92 as to all metered water consumption.

Sec. 31-95. - Penalty for nonpayment; deferred payment plan.

- (a) *Penalty.* Any person who shall fail to pay the sewer charges or rentals levied in this division and assessed within ten (10) days from the time same becomes due and payable shall be subject to have their water service discontinued by ~~[the board of the waterworks system]~~ Utilities Department Billing Division, and in addition shall be subject to have their sewer disconnected from the city's sewer system and lines, and thereafter no sewer connection which has been disconnected for the nonpayment of charges shall again be connected for the same user until all costs incurred in the actual physical disconnect and reconnect shall have been paid, and delinquent sewer charges have been paid; provided that, no such sewer disconnection shall be made without first giving the users ten (10) days written notice.
- (b) *Deferred payment plan.*
- (1) *Applicability.* The deferred payment plan is applicable to all services billed by the utilities department including water, sewer, garbage, federal and state mandates, tax and any other services attached to the utilities bill in the future.
 - (2) *Eligibility.* Individuals or business entities whose account is in arrears or who are unable to pay a billed amount are eligible to enroll in the deferred payment plan. Customers, however, are only eligible to use this recourse for one (1) bill at a time and are not eligible again until the full amount in a prior enrollment is liquidated.
 - (3) *Payment period.* The maximum allowable repayment period for residential and commercial customers is twelve (12) months. For residential customers whose monthly agreed payment plus the average current bill exceeds three (3) times the average current bill, a longer repayment period shall be authorized by the utilities director, provided that the repayment period does not exceed thirty-six (36) months. This additional extended provision does not apply to commercial customers.
 - (4) *Duty to remain current.* The customer shall remain in good standing throughout the life of the payment plan. Failure to pay the full amount billed each month, consisting of the current bill plus the agreed monthly amount to liquidate the prior debt, shall result in disconnection of services and a requirement to pay the full amount owed in the plan, as a condition of reconnection.

Sec. 31-~~[102]~~ 97. - Fees.

- (a) Sewer PVC pipe:
- Twelve-inch, per lineal foot \$ 30.00
- Eight-inch, per lineal foot 25.00
- Six-inch, per lineal foot 20.00
- (b) Sewers tap: six-inch, each 1,927.80
- (c) Locate sewer tap, each 250.00

STATE OF TEXAS
COUNTY OF WEBB
CITY OF LAREDO

I, Jose A. Valdez, Jr., City Secretary for this
City of Laredo, Texas do hereby certify that the above
and foregoing is a true and correct copy
of Ordinance 2018-0-056
of the City of Laredo, Texas

WITNESS MY HAND AND THE CORPORATE SEAL OF
THE CITY OF LAREDO, TEXAS, ON THIS THE 27 DAY
OF September, 2018.


Jose A. Valdez, Jr.
City Secretary

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- (d) Sewer clean out 1,258.65
- (e) Sewer services:
 - (1) Jetter—vacuum truck:
 - Service call (3 hour minimum) 250.00
 - Additional hour 150.00
 - (2) Vacuum truck (5,000 gal.):
 - Service call (3 hour minimum) 250.00
 - Additional hour 150.00
 - (3) Dump truck (12 cu. yds.):
 - Service call (3 hour minimum) 200.00
 - Additional cost 150.00
 - (4) CCTV truck:
 - Service call (3 hour minimum) 250.00
 - Additional hour 150.00
 - (5) CCTV truck— > 200 ft. 6- to 12-inch pipe inspection, per linear foot 2.50
 - CCTV truck— > 200 ft. 15- to 21-inch pipe inspection, per linear foot 3.50
 - CCTV truck— > 200 ft. 24-inch pipe inspection, per linear foot 4.50

For new construction requiring CCTV inspections for acceptance of sanitary sewer, the first service call will be at no charge. New construction first service calls at no charge includes 8 hours and unlimited footage or as instructed by Utilities Director. Additional service calls will be charged as per (4) & (5) above. A service call includes 200 linear feet of footage. Additional footage will include length that camera has to travel to reach and televise any particular deficiency and will be charged as per (5) above.

- (6) Pick-up truck, per day 120.00
- (7) Jetter truck:
 - Service call (3 hour minimum) 250.00
 - Additional hour 150.00
- (8) Portable jetter equipment:
 - Service call (3 hour minimum) 100.00
 - Additional hour 150.00
- (9) Sewer taps located 300.00
- (10) Line locates, service call 150.00
- (11) Septic tanks disposal fee 40.00/1,000 gallons

(12). In addition to other fees which may be applicable, residential lots at the Colonias requesting sewer connection will be charged \$921.74 plus an LUE fee equal to the sums specified in Ordinance No. 2011-O-019.

Secs. 31-103—31-112. – Reserved

Section 2. This ordinance shall be cumulative of all provisions of ordinances of the City of Laredo, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. The City Secretary of the City of Laredo is hereby directed to publish the proposed Ordinance as required by Section 2.09 of the Charter of the City of Laredo.

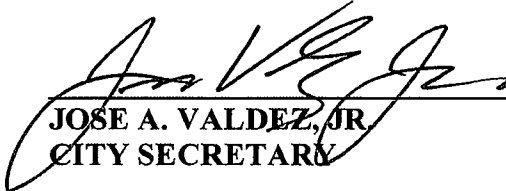
Section 5. This Ordinance shall become effective sixty days (60) after the date this ordinance is first introduced as required by Section 2.09 (B) of the Charter of the City of Laredo.

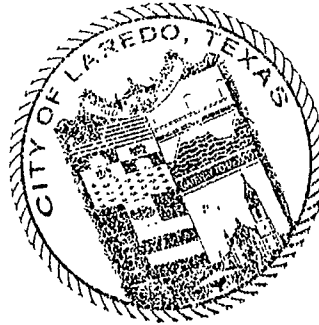
**PASSED BY THE CITY COUNCIL AND APPROVED BY THE
MAYOR ON THIS 16th day of April ⁽¹⁵⁾ DAY OF 2018.**


PETE SAENZ

MAYOR

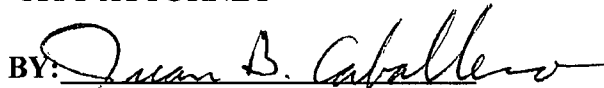
ATTESTED:


JOSE A. VALDEZ, JR.
CITY SECRETARY



APPROVED AS TO FORM:

KRISTINA K. LAUREL HALE
CITY ATTORNEY

BY: 
JUAN B. CABALLERO
ASSISTANT CITY ATTORNEY

City Council-Regular

Meeting Date: 04/16/2018

Initiated By: Martin Aleman, Executive Director of Finance and Technology

Staff Source: Riazul I. Mia, P.E., CFM - Utilities Director

SUBJECT

2018-O-056 Providing for the amendment of Chapter 31, Article II, Division 1 Section 31-19 increasing the notice requirement from 24 to 72 hours; Division 2, Section 31-35 adding the additional requirement of annexation except as provided by Section 31.3 for industrial purpose properties; deleting Section 31-36 (Same-Issuance); deleting Section 31-37 (Same-Fees Paid with Application); deleting Section 31-38 (Same-Subject to Revocation); renumbering Section 31-39 as 31-36 (Inspections); replacing all references to "Permit" with "Plumbing Permit"; replacing all references to "Water Board" with "Utilities Department"; replacing all references to "Media" with "Public"; deleting Section 31-40 (Plumbing Permits, Notice to Water Board); renumbering Section 31-41 to Section 31-37 (Liability for Injuries to Sewers and Streets; Bonds); replacing all references to "Board of Trustees" with "Building Development Services Department"; and renumbering Section 31-42 as Section 31-38 and also amending 31-97 (e) (12) adding a sewer connection fee for Colonias Residential and LUE Connections. Also providing for severability, publication and effective date.

VENDOR INFORMATION FOR COMMITTEE AGENDA

NONE

PREVIOUS COUNCIL ACTION

NONE

BACKGROUND

City desires to correct references in chapter 31 of its code of ordinances from permit to plumbing permit, from water board to Utilities Department, from board of trustees to Building Development Services Department, from the city sewer system to Utilities Department , and requiring as a prerequisite to service that all property be duly annexed office by the record owner to property.

COMMITTEE RECOMMENDATION

None.

STAFF RECOMMENDATION

Staff recommends that City Council hold the public hearing and introduce the ordinance.

Fiscal Impact

Fiscal Year:

Budgeted Y/N?:

Source of Funds:

Account #:

Change Order: Exceeds 25% Y/N:

FINANCIAL IMPACT:

No financial impact.

Attachments

Final Reading Ordinance 2018-O-056

WEDNESDAY
To Rese
Class

Villas Santa Fe Condos
3510 N. Milmo (by Laredo Medical Center, 2 Bks HEB, 2 Bks Nixon High, next to Milton Elem.), 3bdr & 2.5bth, 3 exclusive parking spaces, pool, W&D hkps,



Los Presidentes
\$230,000 Finance
\$65,000 Down
Liz Urbina
(956) 446-0677

TUESDAY, APRIL 24, 2018

MOTORCYCLES 195

2009 Dyna Street Bob, 6500 miles, custom paint, custom pipes, forward controls, \$8500. OBO (956) 908-0652

SUVS 196

2000 7.3 diesel Excursion for \$9,250.00 132,000 miles, 956-740-3030

2001 Ford Van E-350 Super Duty, diesel, a/c, new tires, inside lights, inside generator, \$3,500. (956) 949-9328

2004 GMC Envoy, 134K miles, Blue Title, a/c, \$2,800 OBO. 956-763-0158

2004 Grand Cherokee Limited, auto, A/C low miles, 51K, \$3,950. **SOLD**

2005 Land Rover Range Rover HSE Auto Utility 4.4L V8 Gray Leather Interior 113,000 Mileage Runs Great. \$6,700.00 OBO 956-237-3337

LEGALS 250

SUVS 196

2005 Yukon Denali XL, excellent condition, \$7,000 OBO. 956-744-3605

2010 TOYOTA RAV4, ONLY 73K miles, Blue Title, 4cyl, alarm, like new! \$8,300. 956-324-3637

2011 Ford Edge, 53K miles, good cond., \$7,950. 956-290-5440, 4017 Convent.

2012 JEEP LIBERTY, auto, 83K miles V6, all electric, alarm, good tires, \$7,800. 956-324-3637

2013 Ford Explorer, llantas nuevas Michelin, air bags, 73K miles, good cond., \$10,750. 4017 Convent. 956-290-5440

2014 Nissan Pathfinder, 3 asientos, excelentes condiciones, \$13,000. 956-333-5851

LEGALS 250

SUVS 196

2004 Jeep Grand Cherokee Laredo, 132K miles, a/c, Bluetooth, \$3,000 OBO. 956-763-0158

2005 Ford Freestar, sky blue, \$2,300. (956) 236-8482

2007 Ford Expedition Eddie Bauer, great cond. CD/DVD, Clean title, **SOLD**

Attention Collectors! 1999 Jeep Grand Cherokee, good cond. runs good, \$2,500. (956) 744-5104

Se Vende 1997 Gran Cherokee, 6 cilindros, buenad condiciones, en \$1,800 OMO. 956-635-7365

1993 Chevy Silverado new crate engine. Transmission tires and wheels. Nice project truck. \$4250. 956-220-0928.

LEGALS 250

TRUCKS FOR SALE 198

2003 Dodge Ram pickup, 4.7, good tires, good condition, \$3,500. 956-415-3948 or 290-6204

2006 Dodge Ram 1500 pickup, 3.5, a/c, good tires, \$5,000. 956-415-3948 or 290-6204

2008 Mercury Mariner auto., 4 cyl., sunroof, a/c, \$4,700 obo. (956) 231-3335

2008 Nissan Frontier Pickup, V6, 4 dr., ONLY 94K miles, alarm, like new, \$8,150. 956-324-3637

TRUCKS FOR SALE 198

2008 Z71 Colorado, As Is! Needs Mptor, \$4,500. 3211 Cuernavaca Dr. (956) 415-2031 After 7pm

2010 Ford F150, Regular Cab, Automatic, V8, Great Working Conditions, Clean Title \$9,950.00. Text or Call (956) 286-6718

2010 GMC Sierra, V8, A/C, perfectas cond. \$11,400. (813) 403-0681 o (956) 401-7080

LEGALS 250

TRUCKS FOR SALE 198

1999 FORD F250 Crew cab, 4x4 Lariat, \$4,500. (956) 236-3644

2005 Freestar, titulo azul, \$1,800. al Trato (956) 282-8482 o (956) 701-7321

2012 Ram 1500, 4 door, A/C, 60K miles, auto, hemi engine, \$10,800. (956) 235-3695

2015 Nissan NV200, great cond. only 19K miles, \$8,800 OBO (956) 401-2344

2006 Ford F350 w/ Flatbed, 6.0 Diesel, a/t, 93K miles, Gooseneck, **SOLD**

TRUCKS FOR SALE 198

2007 Mitsubishi Raider LS. auto. 4 dr. 75K, 6 cyl A/C bedliner. \$5300 OBO. (956) 231-3335

2013 Chevy Traverse LT, 61K mi., leather seats, 3rd seats white, DVD, \$8,900. (956) 723-5922

Se Vende Troca 2011 Denali. HD GMC, Diesel, 60 M/M 4x4+2 Sierra, (956) 480-2062

CARS FOR SALE 200

2001 Honda Civic, A/C, sound system, Blue Title, standard, \$2,675. OBO, (956) 652-6960

2001 Nissan Maxima GLE, very low miles, runs great, \$1,375. (956) 744-5015

2008 Nissan Altima SL, runs great, very clean, \$3,375. (956) 744-5015

1999 Lexus GS300 4 dr., working condition, **SOLD**

2003 50th Anniv. Convertible Corvette Collector's Edition Exc. Cond. 6,400 miles / \$39,000 OBO 956-744-9393

2005 Acura TL, 3.2L V6, 6 speed manual trans. silver

ORDINANCE NO. 2018-O-058

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR A RESTAURANT SELLING ALCOHOL ON LOT 1, BLOCK 1; VILLARREAL ENTERPRISES PLAT, LOCATED AT 611 SHILOH DRIVE, SUITES 13, & 14; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.
L-74

PUBLIC NOTICE

The United States Army Corps of Engineers is Exploring Interest in Establishing a Restoration Advisory Board (RAB) In support of the Environmental Investigation at the Former Laredo Air Force Base, Laredo, Texas

The United States Army Corps of Engineers (USACE) is exploring public interest in forming a Restoration Advisory Board (RAB) regarding the environmental investigation at the former Laredo Air Force Base. A RAB is designed to promote community involvement by giving the public an opportunity to regularly review progress and discuss the environmental restoration process with officials from the USACE and the Texas Commission on Environmental Quality (TCEQ).

If formed, a RAB would include members of the local community. USACE personnel. and

AN ORDINANCE NO 2018-O-056

AN ORDINANCE OF THE CITY OF LAREDO, TEXAS, PROVIDING FOR THE AMENDMENT OF CHAPTER 31, ARTICLE II, DIVISION 1 SECTION 31-19 INCREASING THE NOTICE REQUIREMENT FROM 24 TO 72 HOURS; DIVISION 2, SECTION 31-35 ADDING THE ADDITIONAL REQUIREMENT OF ANNEXATION EXCEPT AS PROVIDED BY SECTION 31-3 FOR INDUSTRIAL PURPOSE PROPERTIES; DELETING SECTION 31-36 (SAME-ISSUANCE); DELETING SECTION 31-37 (SAME-FEES PAID WITH APPLICATION); DELETING SECTION 31-38 (SAME-SUBJECT TO REVOCATION); RENUMBERING SECTION 31-39 AS 31-36 (INSPECTIONS); REPLACING ALL REFERENCES TO "PERMIT" WITH "PLUMBING PERMIT"; REPLACING ALL REFERENCES TO "WATER BOARD" WITH "UTILITIES DEPARTMENT"; REPLACING ALL REFERENCES TO "MEDIA" WITH "PUBLIC"; DELETING SECTION 31-40 (PLUMBING PERMITS, NOTICE TO WATER BOARD); RENUMBERING SECTION 31-41 TO SECTION 31-37 (LIABILITY FOR INJURIES TO SEWERS AND STREETS; BONDS); REPLACING ALL REFERENCES TO "BOARD OF TRUSTEES" WITH "BUILDING DEVELOPMENT SERVICES DEPARTMENT"; AND RENUMBERING SECTION 31-42 AS SECTION 31-38. DIVISION 5, SECTION 31-92 (RATES AND CHARGES), BY DELETING SUBSECTION (2)(b); SECTION 31-93 (METERING DEVICES) REPLACING ALL REFERENCES TO "CITY SEWER SYSTEM" WITH "UTILITIES DEPARTMENT ENGINEERING DIVISION"; RENUMBERING SECTION 31-102 AS SECTIONS 31-97 (FEES); SECTION 31-97 (e)5 BY ADDING EXPLANATORY NOTE REGARDING NO CHARGES ON FIRST SERVICE CALL FOR NEW CONSTRUCTION; AND ADDING SECTION 31-97 (e) (12) ADDING A SEWER CONNECTION FEE FOR COLONIA RESIDENTIAL AND LUE CONNECTIONS.
L-73

Notice of Public Sale

RFI 1-6

Colonias

I, Henry Flores, County Clerk, Webb County, Texas, do hereby certify that this is a true and correct copy as the same appears of record in my office.
Witness my hand and Seal of Office on

COUNTY OF WEBB §
§
STATE OF TEXAS §

Ref: 95-0-083



MAY 02 1995

Henry Flores, County Clerk

By *[Signature]* Deputy

INTERLOCAL GOVERNMENT AGREEMENT
BETWEEN WEBB COUNTY AND THE CITY OF LAREDO
REGARDING
THE ECONOMICALLY DISTRESSED AREAS PROGRAM

546523

WHEREAS, the City of Laredo ("City"), is a municipal corporation chartered under the laws of the State of Texas, with its principal place of business located at 1110 Houston Street, Laredo, Texas; and

WHEREAS, the County of Webb ("County"), is a political subdivision of the State of Texas; and

WHEREAS, the City and County agree that the provision of potable water and sanitary disposal of wastewater affects the health, safety, and welfare of colonia residents and all county residents; and

WHEREAS, the County seeks an agreement with the City to pursue a co-application for funding from the Texas Water Development Board for water and sewer improvements to colonias located along State Highway 359, F.M. 3338 (Las Tiendas Road), and F.M. 1472 (Mines Road); and

WHEREAS, the City currently owns and operates a water and wastewater utility which provides service to property located within the corporate boundaries of the city and to certain industrial developments located outside of its corporate boundaries pursuant to agreement; and

WHEREAS, while the City recognizes that the County owns and operates a water utility that could serve these colonias, both the City and the County find it appropriate that the City assume responsibility for the extension of water and sewer services to these colonias; and

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act, Chapter 791 Texas Government Code; and

NOW THEREFORE BE IT COVENANTED AND AGREED by and between the City of Laredo, a municipal corporation acting by and through its City Manager, Peter H. Vargas, and the County of Webb, a political subdivision of the State of Texas, acting by and through the Honorable Mercurio Martinez, Jr., County Judge:

Section 1. Definitions. The following words and phrases shall have the meaning established in this agreement. Words and phrases not specifically defined herein shall have the ordinary meaning ascribed to such words and phrases by popular usage.

"Approved customer" shall mean an EDAP eligible or new customer meeting all the requirements for service pursuant to this agreement, including securing a "Certificate of Compliance with Plat Requirements" from the city and the county pursuant to Sections 232.0046 and 212.0115 of the TEX. LOC. GOVT. CODE.

"Colonia" shall mean one or more parcels used or designed for residential purposes, generally having an area of five acres or less, which are located in the unincorporated area of Webb County.

"Connection Charges" shall mean those charges customarily charged by the City in accordance with City ordinances for all new water and wastewater service, including but not limited to water availability and tap fees.

"Designated Colonias" shall mean those colonias approved by the Texas Water Development Board for funding under the Economically Distressed Areas Program (EDAP).

"EDAP eligible customer" shall mean a single family residential dwelling unit located in the designated colonias approved for funding under EDAP by the Texas Water Development Board.

"EDAP Project" shall mean the system improvements necessary to provide water and wastewater services to the designated colonias at ultimate development.

"Ineligible customer" shall mean any customer located outside the service area of the designated colonias as defined herein.

"Larga Vista Subdivision" shall mean that tract of land identified by an approved plat filed in the map records of Webb County.

"Model Rules" shall mean the Model Subdivision Rules adopted by Webb County under Section 15.343 of the Texas Water Code.

"New customer" shall mean a single family residential service unit which is not EDAP approved located within the designated colonias. There shall be a limitation of one residential service unit per lot for all new customers.

"Participation Agreement" shall mean that agreement between the City, County and any otherwise ineligible customer who participates in the oversizing of the utility system as part of the EDAP project.

"Project Application" shall mean the application for funding submitted to the Texas Water Development Board pursuant to this agreement.

"Residential service unit" shall mean a single family dwelling structure, whether site-built, pre-fabricated or manufactured, with facilities intended for domestic uses including cooking, eating and sleeping.

"Service area" shall mean any residential lot included in a recorded plat of the designated colonias.

"System capacity requirements" shall mean the engineering design standards for calculating water and wastewater demand established by the project application approved by the Texas Water Development Board.

"System improvements" shall mean those water and wastewater facilities which shall be constructed and operated by the city pursuant to this agreement, including but not limited to water distribution mains, wastewater interceptors, and water and wastewater plant expansions.

"Ultimate development" shall mean the total number of lots included in the recorded plats of the designated colonias. Ultimate development shall provide one single family residential dwelling unit per lot, except as specifically provided in the approved project application.

"Water Availability Fee" shall mean the fee customarily charged by the city for the acquisition of adjudicated water rights in the Rio Grande in accordance with the ordinances of the City of Laredo.

Section 2.
General Provisions:

1. This agreement is limited to the designated colonias, as they may be approved for funding by the Texas Water Development Board under the Economically Distressed Areas Program (EDAP):

State Highway 359	F.M. 1472 (Mines Road)
Los Altos #1	Ranchos Peñitas West
Tanquecitos South Acres I	* Los Minerales - Ranchitos IV
* Tanquecitos South Acres II	* Los Minerales Ranchitos IV Annex
D-5 Acres (aka Tierra Bonita)	Antonio Santos
* Old Milwaukee (east and west)	* Los Corralitos
San Carlos I (aka San Enrique)	
San Carlos II	
Ranchitos 359 East	
Laredo Ranchettes Partition	
Pueblo Nuevo	

* unplatted

2. The City shall retain the engineer of its choice for the project in conformance with EDAP regulations.
3. Nothing herein shall be construed to limit the County's right to apply for or to receive EDAP funds, or any other funds, for any individual or joint project of the County.

Section 3.
City Responsibilities

The City shall:

1. accept the assignment of EDAP contracts and other contracts relating to designated colonias, including but not limited to those retaining a financial advisor and bond counsel, saving and excepting contracts or portions of contracts applicable to the Larga Vista Subdivision, or any contract for engineering services completed prior to the execution of this agreement;
2. complete the project application following assignment of EDAP contracts to the City to include:
 - a. naming Webb County as co-applicant
 - b. completing the facility plan for designated colonias
 - c. submitting one complete financial application to the Texas Water Development Board for designated colonias
 - d. completing the facility plan and financial application within 180 days of the execution of this agreement
3. upon receipt of any grant or grant/loan award, construct improvements in designated colonias in conformance with the project application to serve approved customers identified in the facilities plan in compliance with the terms and conditions of any such grant, grant/loan, or contract with the Texas Water Development Board. Connections for new customers shall be provided on the basis of one single family dwelling per lot.
4. be liable for the intentional breach of the terms or conditions of any grant, grant/loan, or Texas Water Development Board contract executed subsequent to this agreement. The City will indemnify and hold harmless the County from any cause of action arising from said grant or grant/loan contracts;
5. be deemed the right-of-way agent of the County of Webb and shall be authorized to acquire all necessary right-of-way for the placement of water and sewer facilities;

6. use its best efforts to secure grants and loans to provide for residential plumbing installation and the connection of residential properties to the system, including but not limited to the Texas Water Development Board Plumbing Loan Program (CPLP);
7. provide to each landowner a written statement, printed in both English and Spanish, advising them of all grants, loans, and programs which are available for residential plumbing and for connection to the system, and shall retain a signed copy of the statement provided each;
8. provide each landowner with the information necessary to make application for or to participate in any available loans, grants, or programs;
9. provide the Commissioner's Court, or its designated agent(s) with monthly, but in no event less than quarterly, reports or updates on the progress of the EDAP project, and reasonable access to all applications, books, records, or other documents pertaining to the EDAP project;
10. act as the County's agent in the administration and oversight of Federal Emergency Management Agency (FEMA) regulation of building within flood prone areas under the National Flood Insurance Program. Fees charged under this program shall be retained by the City to recover the costs of administration;
11. bill customers in the designated colonias for services at such rates and charges as are established by the City by ordinance;
12. make service taps to approved EDAP eligible and new customers upon payment of applicable connection charges and compliance with city regulations governing the installation plumbing and electrical service. ~~The city shall not provide more than one single family residential service connection per lot, except as provided in the project application. All new customers shall be subject to connection charges authorized by the City for new service.~~
13. may enter into participation agreements in the oversizing and/or expansion of the system subject to such terms and on such conditions as the City Council may approve;
14. shall disconnect service for failure to pay under the same terms and conditions as would apply to customers within the City;
15. shall make plumbing and electrical inspections to ensure the integrity of the system, subject to the payment of fees ordinarily charged for such inspections within the city limits.

Section 4. County Responsibilities

The County shall:

1. assign to the City all contracts required by the Texas Water Development Board, including but not limited to those retaining a financial advisor and bond counsel, saving and excepting contracts or portions of contracts applicable to the Larga Vista Subdivision, or any contract for engineering services completed prior to the execution of this agreement;
2. be named as co-applicant in the EDAP application;
3. participate in the Federal Emergency Management Agency (FEMA) regulation of building within flood prone areas under the National Flood Insurance Program (§ 3.11).

4. make capital improvements to the designated colonias which meet or exceed County subdivision standards as County budgetary constraints permit, or as required under the terms of the project application;
5. provide for the maintenance of all roads and easements secured by the City in accordance with its responsibilities under § 3.5 of this agreement;
6. decertify portions of Certificate of Convenience and Necessity # 12704 held by Webb County on F.M. 1472 (Mines Road), F.M. 3338 (Las Tiendas Road), and along State Highway 359.

**Section 5.
Miscellaneous**

1. **Severability.** In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.
2. **Force Majeure.** Neither City nor County shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of City or County and which by the exercise of due diligence City or County is unable, wholly or in part, to prevent or overcome. If by reason of force majeure either party is prevented from full performance of its obligations under this agreement, written notice shall be provided to the other party within three days as follows:

BY CERTIFIED MAIL OR HAND DELIVERY

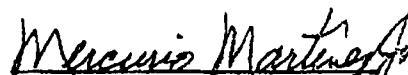
City of Laredo
City Secretary
P.O. Box 579
Laredo, Texas 78042-0579

County of Webb
County Clerk
1110 Victoria, Suite 208
Laredo, Texas 78042

3. **Prior Agreements Superseded.** This agreement supersedes all prior agreements.
4. **Amendment.** No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.
5. **Texas Law to Apply.** This agreement shall be construed under, and in accordance with, the laws of the State of Texas as amended from time to time, and all obligations of the parties created by this agreement are performable in Webb County, Texas.

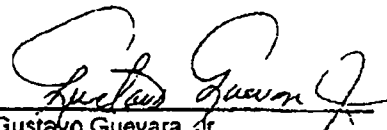
EXECUTED this the _____ day of _____, 1995.


Peter H. Vargas, City Manager
City of Laredo

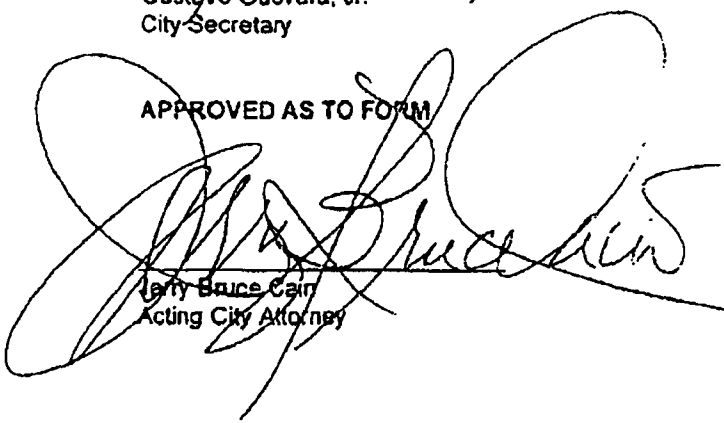

Mercurio Martinez, Jr. County Judge
County of Webb

APPROVED BY CITY COUNCIL ON 4-17-95

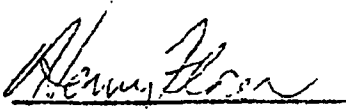

ATTEST:


Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM


Larry Bruce Cain
Acting City Attorney

ATTEST:


Henry Flores
Webb County Clerk

APPROVED AS TO FORM


Anna Laura Cavazos Ramirez
County Attorney

FILED 5-2 .. 98
HENRY FLORES
COUNTY CLERK, WEBB COUNTY, TEXAS
APPROVED BY COMMISSIONERS COURT
ON
BY DEPUTY

HENRY FLORES
COUNTY CLERK
FILED
MAY - 2 AM 10:31
WEBB COUNTY, TEXAS
BY DEPUTY

RFI 1-7

Exhibit "A"

NOTE: This agreement is subject to City Council approval, and also constitutes a public document under the Texas Open Records Act, being subject to public inspection at any time hereafter.

STATE OF TEXAS)(

COUNTY OF WEBB)(

PARTICIPATION AGREEMENT

This contract ("Agreement") is entered into between, the City of Laredo, a municipal corporation ("City"), as party of the first part, and, as party of the second part, Hurd Urban Development, Ltd., Tanquesitos Land & Cattle Co., Ltd., a Texas Limited Partnership & 3Gs Partners, Jesse Martinez, Francisco Guerra, Sr., Francisco Guerra, Jr., Pedro I. Saenz, Jr., Richard E. Haynes and Vinateria Ranch Co., Ltd., respective owners of the eight parcels of land described in Exhibits A-I to A-VIII, inclusive, which eight owners are in the aggregate hereinafter collectively referred to as "Landowners."

Recitals:

- A. Whereas, on May 2, 1995, the City of Laredo entered into a contract with Webb County pursuant to the Economically Distressed Areas Program in order to bring water and sewer utilities to various colonias outside the City of Laredo with various grants from the State of Texas; and
- B. Whereas, pursuant to the Economically Distressed Areas Program the City of Laredo intends to construct a 12" water line and 15" sewer line and related facilities in order to provide water and sewer to colonias located on SH359 as shown on Exhibit B
- C. Whereas, as a supplement to that contractual undertaking with the County, the City of Laredo has considered oversizing the water line to 16" and the sewer line to 24" in order to accommodate reasonably foreseeable need for water and sewer services on land abutting SH359 other than the colonias as stated, after the water line and sewer line and related facilities are constructed as shown on Exhibit C and Exhibit D and
- D. Whereas, the City has invited interested landowners to participate in the cost of the oversizing in return for allocation of LUEs and the eight owners have responded to the invitation; and
- E. Whereas, a Living Unit Equivalency (hereinafter referred to as "LUE") is defined as follows: A Living Unit Equivalency is a standardized measure of the consumption, use, generated, or discharge of water or wastewater attributable to a single family residential unit, calculated in accordance with generally accepted engineering and planning standards for capital improvements and facilities expansions to serve new development, as defined in the "1999 Ten and Twenty Year Capital Improvements Program For Calculation of Impact Fees". A Living Unit Equivalency is 1 single family residential living unit and the equivalency for multifamily residential unit and commercial (non residential) unit is 0.54 and 3.15 respectively.

F. Whereas, using an allocation formula attributable to the acreage of each Landowner, they are allocated a number of LUEs to that acreage, for which the average cost of same varies for each Landowner depending on the proximity of the acreage to the waterline and sewer line, and the LUEs allocated to each of the Landowners and the allocated cost to each Landowner of each is shown on Exhibit E.

G. Whereas, the estimated cost of the original 12" water line and 15" sewer line to supply the colonias on SH359 is \$1,024,780 and \$1,824,556 respectively as shown on Exhibit F.

H. Whereas, the additional cost of oversizing the water line from 12" to 16" is \$1,399,176 and the sewer line from 15" to 24" is \$2,071,644 as shown on Exhibit E.

I. The part of the additional cost of oversizing that is to be borne by the Landowners is \$309,330 for water and \$556,418 for sewer as shown on Exhibit E.

Now, therefore, the parties contract as follows:

1. City will allocate water service to each of the parcels of land described in Exhibits A-I to A-VIII up to the limit of the number of LUEs allocated for each parcel as set forth in Exhibit E.

2. PAYMENT DEADLINES. Each Landowner will pay the lump sum amount specified in Exhibit E, which is based on the project engineer's cost and the estimated construction cost, to be paid within thirty (30) days from the date of this Agreement.

3. ANNEXATION. No Landowner can use any part of this allocation until such time as the parcel or portions thereof described in the relevant Exhibit A owned by him/her is annexed to the City of Laredo, unless otherwise provided by ordinance (e.g. Ordinance 87-O-163), and is platted in accordance with the requirements of the City's subdivision ordinance, provided that if the allocation does not meet the needs of the entire tract, then only that part appropriate to the allocation may be annexed. This shall not be interpreted to prohibit the use of these LUE's in unincorporated properties as provided in Section 31-3 of the City of Laredo Code of Ordinances.

4. TERM. The number of LUEs allocated to each Landowner must be utilized not later than twenty five (25) years from the date of this Agreement. Within five (5) years of the date of execution of this Agreement Landowners should apply to the City for annexation of the property subject to this Agreement whether or not the Landowner's properties are contiguous to the city limits. Upon the condition that the Landowner applies for annexation during the term of this Agreement and is denied annexation, then the term of this Agreement will automatically be extended for an additional two years.

5. LANDOWNER RESPONSIBILITIES. The Landowners understand that this contract provides only an allocation of water service up to the specified allocation of LUEs to each parcel, and neither deals with nor waives any and all costs to each Landowner of constructing the necessary utilities to the waterline to which the Landowners' respective allocation pertains as required in the process of obtaining subdivision plat approval of the parcel or any part of it.

6. LIMITATION ON TRANSFERABILITY/ASSIGNABILITY OF LUEs. The LUEs allocated to each landowner are not transferable other than to a successor in title to the landowner of the parcel to which the LUEs are allocated in this contract. In no event are any LUEs to be assigned to other than a successive owner of the tract to which the LUEs pertain.

7. PROCEDURE. This contract pertains only to the eight tracts described in the nine exhibits called Exhibits A-I to A-VIII, incl., and at or prior to the conveyance of any tract, then the owner must notify the Director of Utilities and the Director of Planning, of the transfer, with a copy of the warranty deed and a copy of the assignment of the LUEs attributed to that tract under this contract.

8. SEPARATE AGREEMENTS. Rights and obligations of the parties are severable, not joint and severable. Landowners are not a joint venture or partnership, but rather this Agreement is to be construed as eight (8) separate agreements, i.e. separate agreement between each Landowner and the City.

9. NOT A RECORDABLE INTEREST IN REAL ESTATE. It is agreed between the parties that, under no circumstances is this contract to be acknowledged by the parties in a manner to be filed of record as a recorded document in the Official Property Records of Webb County, Texas, since the parties stipulate that any benefit or obligation set forth herein is not to be construed as a recordable interest in real estate, but is merely a contract for allocation of water service to specified acreage under the described circumstances and within the described time limitation.

10. NOTICE. Any notices required to be given herein shall be deemed to have been sufficiently given to the appropriate Party for purposes hereof if mailed by certified mail, postage prepaid, addressed as follows:

To City of Laredo:

Director, Utilities Department
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

To Adjacent Landowners:

Hurd Urban Development, Ltd.
P.O. Box 6846
San Antonio, TX 78209

Tanquesitos Land & Cattle Co., Ltd.,
a Texas Limited Partnership & 3Gs Partners
602 East Calton Road
Laredo, TX 78041

Jesse Martinez
520 S. Zapata Hwy.
P.O. Box 1405
Laredo, TX 78043

Francisco Guerra, Sr.
1808 Galveston St.
Laredo, TX 78040

Francisco Guerra, Jr.
3214 Winsome Ct.
Laredo, TX 78045

Pedro I. Saenz, Jr.
P.O. Box 430501
Laredo, TX 78043-0501

Richard E. Haynes
1217 N. Seymour
Laredo, TX 78040

Vinatena Ranch Co., Ltd.,
Attn: Evan J. Quiros
5810 San Bernardo Avenue, Suite 490
Laredo, TX 78041

11. VENUE. The Parties hereto agree that this Agreement shall be enforceable in Webb County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Webb County, Texas.

12. NO VERBAL AGREEMENT; AMENDMENT. This Agreement contains all commitments and agreements of the Parties and no verbal or written commitment shall have any force or effect if not contained herein. This Agreement may not be amended except by a duly authorized writing executed by the Parties.

13. APPLICABLE LAWS. This Agreement is made subject to, and City and Adjacent Landowners agree to comply with, all applicable laws of the State of Texas and the city of Laredo, and any state agency having jurisdiction, as same may hereafter be amended.

14. INTERPRETATION. In interpreting the various provisions of this Agreement, the laws of the State of Texas shall apply.


15. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

16. CONTRACT ADMINISTRATION. This Agreement shall be administered on behalf of the City of Laredo by its Utilities Director, or his designated representatives; and on behalf of Adjacent Landowners by their respective authorized officials.

17. ENTIRE AGREEMENT. This Agreement and all referenced Exhibits represent the entire Agreement by and between the Parties except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.

SIGNED, ACCEPTED AND AGREED TO IN MULTIPLE ORIGINALS on this the
20th day of October, 2003, by the undersigned parties who hereby acknowledge that
they have read and understood this Agreement and all referenced Exhibits attached hereto. The
undersigned parties hereby execute this legal document voluntarily and of their own free will

ATTEST:

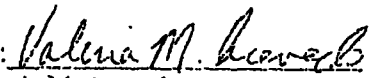

Gustavo Guevara, Jr.
City Secretary

"CITY"
CITY OF LAREDO

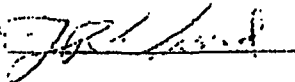
BY: 
Larry DeValina
CITY MANAGER

APPROVED AS TO FORM:

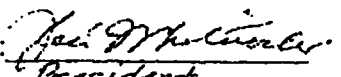
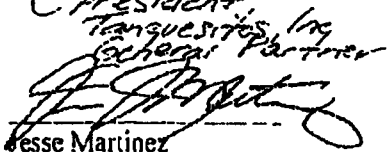
Jaime L. Flores
City Attorney

BY: 
Valeria M. Acevedo
Assistant City Attorney

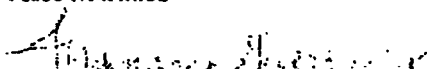
Hurd Urban Development, Ltd.

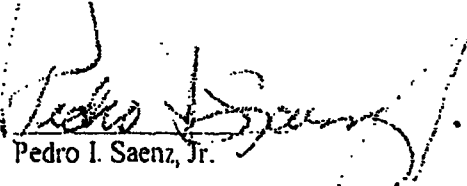
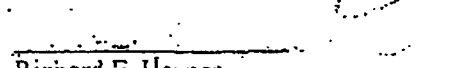
BY: 

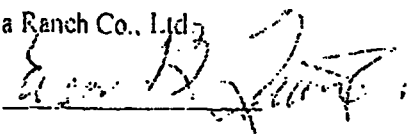
Tanquesitos Land & Cattle Co., Ltd.,
a Texas Limited Partnership & 3Gs Partners

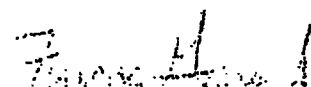
BY: 
President
Tanquesitos, Inc.
General Partner

Jesse Martinez

BY: 
Pedro I. Saez, Jr.


Francisco Guerra, Sr.


Pedro I. Saez, Jr.

Richard E. Haynes

Vinateria Ranch Co., Ltd.
BY: 


Francisco Guerra, Jr.

COUNCIL COMMUNICATION

DATE: 10/20/03	SUBJECT: MOTION Authorizing the City Manager to execute an agreement between the City of Laredo and Hurd Urban Development, Ltd., Tanquesitos Land & Cattle Co., Ltd., a Texas Limited Partnership & 3Gs Partners, Jesse Martinez, Francisco Guerra, Sr., Francisco Guerra, Jr., Pedro I. Saenz, Jr., Richard F. Haynes and Vinateria Ranch Co., Ltd., respective owners of eight parcels of land described in the agreement for provisions of water and sewer capacity in the form of Living Unit Equivalency (LUEs). The provisions for water and sewer are made available through the over sizing of both the water and wastewater line extensions for the Colonias Project on SH 359 and the Texas Mexican Rail Road Right of Way.	
INITIATED BY: Larry Dovalina, City Manager		STAFF SOURCE: Heberto L. Ramirez, Utilities Director
PREVIOUS COUNCIL ACTION: N/A		
BACKGROUND: The City of Laredo Water Utilities Department invited the development community on SH 359 to join efforts in the over sizing of the water and wastewater line extensions to the Colonias. This over sizing effort will help the developers and the City to prepare the possible growth in the areas around the Colonias. The cost of the line extension was considerably lowered based on a unit (cost per LUE) to each Developer. The Utilities Department is now bringing the agreement before City Council approval to collect the individual cost to oversize the lines and allocate the individual amount of LUEs as requested by each developer.		
FINANCIAL IMPACT: N/A		
COMMITTEE RECOMMENDATION: N/A		STAFF RECOMMENDATION: Approval of Motion

NOTE: This agreement is subject to City Council approval, and also constitutes a public document under the Texas Open Records Act, being subject to public inspection at any time hereafter.

STATE OF TEXAS)(

COUNTY OF WEBB)(

PARTICIPATION AGREEMENT

This contract ("Agreement") is entered into between, the City of Laredo, a municipal corporation ("City"), as party of the first part, and, as party of the second part, Hurd Urban Development, Ltd., Tanquesitos Land & Cattle Co., Ltd., a Texas Limited Partnership & 3Gs Partners, Jesse Martinez, Francisco Guerra, Sr., Francisco Guerra, Jr., Pedro I. Saenz, Jr., Richard E. Haynes and Vinateria Ranch Co., Ltd., respective owners of the eight parcels of land described in Exhibits A-I to A-VIII, inclusive, which eight owners are in the aggregate hereinafter collectively referred to as "Landowners."

Recitals:

- A. Whereas, on May 2, 1995, the City of Laredo entered into a contract with Webb County pursuant to the Economically Distressed Areas Program in order to bring water and sewer utilities to various colonias outside the City of Laredo with various grants from the State of Texas; and
- B. Whereas, pursuant to the Economically Distressed Areas Program the City of Laredo intends to construct a 12" water line and 15" sewer line and related facilities in order to provide water and sewer to colonias located on SH359 as shown on **Exhibit B**
- C. Whereas, as a supplement to that contractual undertaking with the County, the City of Laredo has considered oversizing the water line to 16" and the sewer line to 24" in order to accommodate reasonably foreseeable need for water and sewer services on land abutting SH359 other than the colonias as stated, after the water line and sewer line and related facilities are constructed as shown on **Exhibit C** and **Exhibit D** and
- D. Whereas, the City has invited interested landowners to participate in the cost of the oversizing in return for allocation of LUEs and the eight owners have responded to the invitation; and
- E. Whereas, a Living Unit Equivalency (hereinafter referred to as "LUE") is defined as follows: A Living Unit Equivalency is a standardized measure of the consumption, use, generated, or discharge of water or wastewater attributable to a single family residential unit, calculated in accordance with generally accepted engineering and planning standards for capital improvements and facilities expansions to serve new development, as defined in the "1999 Ten and Twenty Year Capital Improvements Program For Calculation of Impact Fees". A Living Unit Equivalency is 1 single family residential living unit and the equivalency for multifamily residential unit and commercial (non residential) unit is 0.54 and 3.15 respectively.

F. Whereas, using an allocation formula attributable to the acreage of each Landowner, they are allocated a number of LUEs to that acreage, for which the average cost of same varies for each Landowner depending on the proximity of the acreage to the water line and sewer line, and the LUEs allocated to each of the Landowners and the allocated cost to each Landowner of each is shown on Exhibit E. 1-8

G. Whereas, the estimated cost of the original 12" water line and 15" sewer line to supply the colonias on SH359 is \$1,024,780 and \$1,824,556 respectively as shown on Exhibit E.

H. Whereas, the additional cost of oversizing the water line from 12" to 16" is \$1,399,176 and the sewer line from 15" to 24" is \$2,071,644 as shown on Exhibit E.

I. The part of the additional cost of oversizing that is to be borne by the Landowners is \$309,330 for water and \$556,418 for sewer as shown on Exhibit E.

Now, therefore, the parties contract as follows:

1. City will allocate water service to each of the parcels of land described in Exhibits A-I to A-VIII up to the limit of the number of LUEs allocated for each parcel as set forth in Exhibit E.

2. PAYMENT DEADLINES. Each Landowner will pay the lump sum amount specified in Exhibit E, which is based on the project engineer's cost and the estimated construction cost, to be paid within thirty (30) days from the date of this Agreement.

3. ANNEXATION. No Landowner can use any part of this allocation until such time as the parcel or portions thereof described in the relevant Exhibit A owned by him/her is annexed to the City of Laredo, unless otherwise provided by ordinance (e.g. Ordinance 87-O-163), and is platted in accordance with the requirements of the City's subdivision ordinance, provided that if the allocation does not meet the needs of the entire tract, then only that part appropriate to the allocation may be annexed. This shall not be interpreted to prohibit the use of these LUE's in unincorporated properties as provided in Section 31-3 of the City of Laredo Code of Ordinances. 1-7

4. TERM. The number of LUEs allocated to each Landowner must be utilized not later than twenty five (25) years from the date of this Agreement. Within five (5) years of the date of execution of this Agreement Landowners should apply to the City for annexation of the property subject to this Agreement whether or not the Landowner's properties are contiguous to the city limits. Upon the condition that the Landowner applies for annexation during the term of this Agreement and is denied annexation, then the term of this Agreement will automatically be extended for an additional two years.

5. LANDOWNER RESPONSIBILITIES. The Landowners understand that this contract provides only an allocation of water service up to the specified allocation of LUEs to each parcel, and neither deals with nor waives any and all costs to each Landowner of constructing the necessary utilities to the waterline to which the Landowners' respective allocation pertains, as required in the process of obtaining subdivision plat approval of the parcel or any part of it.

6. LIMITATION ON TRANSFERABILITY/ASSIGNABILITY OF LUEs. The LUEs allocated to each landowner are not transferable other than to a successor in title to the landowner of the parcel to which the LUEs are allocated in this contract. In no event are any LUEs to be assigned to other than a successive owner of the tract to which the LUEs pertain.

7. PROCEDURE. This contract pertains only to the eight tracts described in the nine exhibits called Exhibits A-I to A-VIII, incl., and at or prior to the conveyance of any tract, then the owner must notify the Director of Utilities and the Director of Planning, of the transfer, with a copy of the warranty deed and a copy of the assignment of the LUEs attributed to that tract under this contract.

8. SEPARATE AGREEMENTS. Rights and obligations of the parties are severable, not joint and severable. Landowners are not a joint venture or partnership, but rather this Agreement is to be construed as eight (8) separate agreements, i.e. separate agreement between each Landowner and the City.

9. NOT A RECORDABLE INTEREST IN REAL ESTATE. It is agreed between the parties that, under no circumstances is this contract to be acknowledged by the parties in a manner to be filed of record as a recorded document in the Official Property Records of Webb County, Texas, since the parties stipulate that any benefit or obligation set forth herein is not to be construed as a recordable interest in real estate, but is merely a contract for allocation of water service to specified acreage under the described circumstances and within the described time limitation.

10. NOTICE. Any notices required to be given herein shall be deemed to have been sufficiently given to the appropriate Party for purposes hereof if mailed by certified mail, postage prepaid, addressed as follows:

To City of Laredo:

Director, Utilities Department
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

To Adjacent Landowners:

Hurd Urban Development, Ltd.
P.O. Box 6846
San Antonio, TX 78209

Tanquesitos Land & Cattle Co., Ltd.,
a Texas Limited Partnership & 3Gs Partners
602 East Calton Road
Laredo, TX 78041

Jesse Martinez
520 S. Zapata Hwy.
P.O. Box 1405
Laredo, TX 78043

Francisco Guerra, Sr.
1808 Galveston St.
Laredo, TX 78040

Francisco Guerra, Jr.
3214 Winsome Ct.
Laredo, TX 78045

Pedro I. Saenz, Jr.
P.O. Box 430501
Laredo, TX 78043-0501

Richard E. Haynes
1217 N. Seymour
Laredo, TX 78040

Vinateria Ranch Co., Ltd.,
Attn: Evan J. Quiros
5810 San Bernardo Avenue, Suite 490
Laredo, TX 78041

11. VENUE. The Parties hereto agree that this Agreement shall be enforceable in Webb County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Webb County, Texas.

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17. ENTIRE AGREEMENT. This Agreement and all referenced Exhibits represent the entire Agreement by and between the Parties except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.

SIGNED, ACCEPTED AND AGREED TO IN MULTIPLE ORIGINALS on this the
2nd day of _____, 2003, by the undersigned parties who hereby acknowledge that
they have read and understood this Agreement and all referenced Exhibits attached hereto. The
undersigned parties hereby execute this legal document voluntarily and of their own free will.

ATTEST:

Gustavo Guevara, Jr.
Gustavo Guevara, Jr.
City Secretary

"CITY"
CITY OF LAREDO

BY: Larry DeValina
Larry DeValina
CITY MANAGER

APPROVED AS TO FORM:

Jaime L. Flores
City Attorney

BY: Valeria M. Acevedo
Valeria M. Acevedo
Assistant City Attorney

Hurd Urban Development, Ltd.

BY: [Signature]

Tanquesitos Land & Cattle Co., Ltd.,
a Texas Limited Partnership & JGs Partners

BY: [Signature]
President
Tanquesitos Land
& Cattle Co., Ltd.
Jesse Martinez

BY: [Signature]

[Signature]
Pedro I. Saenz, Jr.

[Signature]
Francisco Guerra, Sr

[Signature]
Richard E. Haynes

Vinateria Ranch Co., Ltd.
BY: [Signature]

[Signature]
Francisco Guerra, Jr.

1-8

City of Laredo Oversizing Cost Tabulation A

Developers	New Proportional LUE'S		New Cost per LUE		Oversize Contribution				Grand Total with additional LUE's
	Water	Sewer	Water	Sewer	Original Estimates		New Contributions		
					Water	Sewer	Water	Sewer	
H&O Ranch™	0	152	0	\$ 75.74	\$ -	\$ -	\$ -	\$ 11,513	\$ 11,513
Tanquecitos & 3G Ranch™		156		\$ 75.74	\$ -	\$ -	\$ -	\$ 11,437	\$ 11,437
Hurd Enterprise	55	54	\$ 137.36	\$ 136.45	\$ 8,068	\$ 10,301	\$ 7,555	\$ 7,368	\$ 4,923.24
Tanquecitos & 3G Ranch	255	250	\$ 137.36	\$ 136.46	\$ 40,822	\$ 47,691	\$ 35,026	\$ 34,115	\$ 89,140.79
Jesse Martinez	409	400	\$ 137.36	\$ 175.72	\$ 67,978	\$ 98,282	\$ 56,179	\$ 70,288	\$ 126,468.57
Francisco Guerra Jr.	51	25	\$ 137.36	\$ 117.31	\$ 8,425	\$ 4,100	\$ 7,005	\$ 2,933	\$ 9,938.08
Francisco Guerra Sr.	57	28	\$ 137.36	\$ 117.31	\$ 9,438	\$ 4,592	\$ 7,829	\$ 3,285	\$ 11,114.17
Pedro Saenz	98	95	\$ 137.36	\$ 178.40	\$ 16,144	\$ 23,693	\$ 13,461	\$ 16,948	\$ 30,409.25
H&O Ranch	1021	500	\$ 137.36	\$ 178.40	\$ 169,778	\$ 124,699	\$ 140,242	\$ 89,200	\$ 229,442.63
Vaquillas Development	306	0	\$ 137.36	\$ -	\$ 286,484	\$ -	\$ 42,032	\$ -	\$ 42,031.52
Developers no longer participating in the oversizing									
Trevino	0	303™		\$ 75.74		\$ 32,083	\$ -	\$ 22,949	
Arguindigui	0	0			\$ -	\$ -	\$ -	\$ -	\$ -
E.G. Ranch	1150	0	\$ 299	\$ -	\$ 343,649	\$ -	\$ -	\$ -	\$ -
	2252	1655			\$ 962,782	\$ 345,421	\$ 309,330	\$ 247,086	\$ 556,418

Project Name	Construction	Engineering	Total Cost	Total LUE's
Water Line EDAP (12"/8")	\$ 927,520	\$ 97,260	\$ 1,024,780	
Water Line Oversize 16"	\$ 1,208,725	\$ 190,451	\$ 1,399,176	
Oversize Contribution	\$ 261,205	\$ 28,125	\$ 309,330	2252
Wastewater Line EDAP 15"	\$ 1,695,626	\$ 128,930	\$ 1,824,556	
Wastewater Line Oversize 24"	\$ 1,912,549	\$ 159,095	\$ 2,071,644	
Oversize Contribution	\$ 216,923	\$ 30,165	\$ 247,088	1655
			\$ 556,418	

These are the original engineering cost estimates that were used to received commitments from all participants.

All oversize prices are estimated until both projects are completed and accepted by the City Council.
Additional LUE's purchased from Trevino Tract**

EXHIBIT E

RFI 1-8

COUNCIL COMMUNICATION

DATE: 5/5/03	SUBJECT: FINAL READING OF ORDINANCE 2003-O-101 Amending the City of Laredo FY 2002-2003 Colonias Project and Water Fund Annual Budget by appropriating revenues and expenditures in the amount of \$281,205 from the Water Fund and appropriating the transfer in and expenditure in the amount of \$281,205 for the Colonias Project Fund.																							
INITIATED BY: Larry Dovalina, City Manager		STAFF SOURCE: Heberto L. Ramirez, Utilities Director																						
PREVIOUS COUNCIL ACTION: Contract was awarded on October 21, 2002.																								
BACKGROUND: <p>The Colonias SH-359 Work Order #4 Water Transmission Line Extension Project originally consisted of extending a 12" diameter water line along SH-359 for approximately seven (7) miles from the City landfill to the Pueblo Nuevo Colonia. Due to the potential for future development in the area, the development community requested to have the line over-sized from 12" to 16" in diameter allowing them to use the increased capacity for their land. The developers have committed to pay the City for all over-sizing costs.</p> <p>On October 21, 2002, the City of Laredo awarded a construction contract to Jimmy Closner & Sons Construction Co., Inc. in the amount of \$1,208,725 for the construction of a 16" diameter water line which included the cost of \$281,204.90 for the over-sizing.</p> <p>The Texas Water Development Board (TWDB) approved the over-sizing contract and has agreed to fund the difference of \$927,520.10 to cover the total cost of the project. However, the TWDB has requested that the over-sizing amount to be paid prior to any EDAP funding is used from the initial invoice. The first invoice received for this project is for \$472,437.31 and has been distributed as follows:</p> <table border="0"> <thead> <tr> <th><u>Name of Account</u></th> <th><u>Amount</u></th> </tr> </thead> <tbody> <tr> <td>EDAP Water Loan</td> <td>\$191,232.41</td> </tr> <tr> <td>City of Laredo</td> <td><u>\$281,204.90</u></td> </tr> <tr> <td>Total Monthly Estimate No. 1</td> <td>\$472,437.31</td> </tr> </tbody> </table>					<u>Name of Account</u>	<u>Amount</u>	EDAP Water Loan	\$191,232.41	City of Laredo	<u>\$281,204.90</u>	Total Monthly Estimate No. 1	\$472,437.31												
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FINANCIAL IMPACT: <p>Waterworks:</p> <table border="0"> <tr> <td>Fees & Reimbursements</td> <td>557-0000-373.30-00</td> <td>\$741,000</td> <td>\$281,205</td> <td>\$281,205</td> </tr> <tr> <td>Trans. Out: Colonias</td> <td>557-4110-597.04-51</td> <td>\$741,000</td> <td>\$281,205</td> <td>\$1,022,205</td> </tr> </table> <p>Colonias:</p> <table border="0"> <tr> <td>Trans. In: Water Fund</td> <td>451-0000-393.05-57</td> <td>\$753,400</td> <td>\$281,205</td> <td>\$1,037,605</td> </tr> <tr> <td>Imprv. Other than Bldg.</td> <td>451-8310-535.93-01</td> <td>\$11,811,777</td> <td>\$281,205</td> <td>\$12,092,982</td> </tr> </table>					Fees & Reimbursements	557-0000-373.30-00	\$741,000	\$281,205	\$281,205	Trans. Out: Colonias	557-4110-597.04-51	\$741,000	\$281,205	\$1,022,205	Trans. In: Water Fund	451-0000-393.05-57	\$753,400	\$281,205	\$1,037,605	Imprv. Other than Bldg.	451-8310-535.93-01	\$11,811,777	\$281,205	\$12,092,982
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Imprv. Other than Bldg.	451-8310-535.93-01	\$11,811,777	\$281,205	\$12,092,982																				
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: Conduct Public Hearing and Introductory Ordinance.																						

ORDINANCE 2003-O-101

Amending the City of Laredo FY2002-2003 Colonias Project and Water Fund Annual Budget by appropriating revenues and expenditures in the amount of \$281,205 from the Water Fund and appropriating the transfer in and expenditure in the amount of \$281,205 for the Colonias Project Fund.

WHEREAS, the Colonias SH-359 Work Order #4 Water Transmission Line Extension Project originally consisted of extending a 12" diameter water line along SH-359 for approximately seven (7) miles from the City landfill to the Pueblo Nuevo Colonia. Due to the potential for future development in the area, the development community requested to have the line over-sized from 12" to 16" in diameter allowing them to use the increased capacity for their land. The developers have committed to pay the City for all over-sizing costs, and;

WHEREAS, on October 21, 2002, the City of Laredo awarded a construction contract to Jimmy Closner & Sons Construction Co., Inc. in the amount of \$1,208,725 for the construction of a 16" diameter water line which included the cost of \$281,204.90 for the over-sizing, and;

WHEREAS, the Texas Water Development Board (TWDB) approved the over-sizing contract and has agreed to fund the difference of \$927,520.10 to cover the total cost of the project. However, the TWDB has requested that the over-sizing amount to be paid prior to any EDAP funding is used from the initial invoice. The first invoice received for this project is for \$472,437.31 and has been distributed as follows:

<u>Name of Account</u>	<u>Amount</u>
EDAP Water Loan	\$191,232.41
City of Laredo	\$281,204.90
Total Monthly Estimate No. 1	\$472,437.31

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1:

Fees & Reimbursements	557-0000-373.30-00	\$741,000	\$281,205	\$281,205
Trans. Out: Colonias	557-4110-597.04-51	\$741,000	\$281,205	\$1,022,205

Colonias:

Trans. In: Water Fund	451-0000-393.05-57	\$753,400	\$281,205	\$1,037,605
Imprv. Other than Bldg.	451-8310-535.93-01	\$11,811,777	\$281,205	\$12,092,982

Section 2: This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS
THE 5th DAY OF May, 2003.

Elizabeth G. Flores
ELIZABETH G. FLORES, MAYOR

ATTEST:

Gustavo Guevara Jr.
GUSTAVO GUEVARA, JR.,
CITY SECRETARY

APPROVED AS TO FORM:

Valeria M. Becerra
JAIME L. FLORES,
CITY ATTORNEY

STATE OF TEXAS
COUNTY OF WEBB
CITY OF LAREDO

I, Jose A. Valdez, Jr., City Secretary for this
City of Laredo, Texas do hereby certify that the above
and foregoing is a true and correct copy
of Ordinance 2003-0-101
of the City of Laredo, Texas

WITNESS MY HAND AND THE CORPORATE SEAL OF
THE CITY OF LAREDO, TEXAS, ON THIS, THE 21 DAY
OF September, 2018

Jose A. Valdez, Jr.
City Secretary

COUNCIL COMMUNICATION

DATE: 5/5/03	SUBJECT: FINAL READING OF ORDINANCE 2003-O-101 Amending the City of Laredo FY 2002-2003 Colonias Project and Water Fund Annual Budget by appropriating revenues and expenditures in the amount of \$281,205 from the Water Fund and appropriating the transfer in and expenditure in the amount of \$281,205 for the Colonias Project Fund.																							
INITIATED BY: Larry Dovalina, City Manager		STAFF SOURCE: Heberto L. Ramirez, Utilities Director																						
PREVIOUS COUNCIL ACTION: Contract was awarded on October 21, 2002.																								
BACKGROUND: <p>The Colonias SH-359 Work Order #4 Water Transmission Line Extension Project originally consisted of extending a 12" diameter water line along SH-359 for approximately seven (7) miles from the City landfill to the Pueblo Nuevo Colonia. Due to the potential for future development in the area, the development community requested to have the line over-sized from 12" to 16" in diameter allowing them to use the increased capacity for their land. The developers have committed to pay the City for all over-sizing costs.</p> <p>On October 21, 2002, the City of Laredo awarded a construction contract to Jimmy Closner & Sons Construction Co., Inc. in the amount of \$1,208,725 for the construction of a 16" diameter water line which included the cost of \$281,204.90 for the over-sizing.</p> <p>The Texas Water Development Board (TWDB) approved the over-sizing contract and has agreed to fund the difference of \$927,520.10 to cover the total cost of the project. However, the TWDB has requested that the over-sizing amount to be paid prior to any EDAP funding is used from the initial invoice. The first invoice received for this project is for \$472,437.31 and has been distributed as follows:</p> <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;"><u>Name of Account</u></th> <th style="text-align: right;"><u>Amount</u></th> </tr> </thead> <tbody> <tr> <td>EDAP Water Loan</td> <td style="text-align: right;">\$191,232.41</td> </tr> <tr> <td>City of Laredo</td> <td style="text-align: right;"><u>\$281,204.90</u></td> </tr> <tr> <td>Total Monthly Estimate No. 1</td> <td style="text-align: right;">\$472,437.31</td> </tr> </tbody> </table>					<u>Name of Account</u>	<u>Amount</u>	EDAP Water Loan	\$191,232.41	City of Laredo	<u>\$281,204.90</u>	Total Monthly Estimate No. 1	\$472,437.31												
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City of Laredo	<u>\$281,204.90</u>																							
Total Monthly Estimate No. 1	\$472,437.31																							
FINANCIAL IMPACT: Waterworks: <table style="width: 100%; margin-top: 5px;"> <tr> <td>Fees & Reimbursements</td> <td>557-0000-373.30-00</td> <td style="text-align: right;">\$741,000</td> <td style="text-align: right;">\$281,205</td> <td style="text-align: right;">\$281,205</td> </tr> <tr> <td>Trans. Out: Colonias</td> <td>557-4110-597.04-51</td> <td style="text-align: right;">\$741,000</td> <td style="text-align: right;">\$281,205</td> <td style="text-align: right;">\$1,022,205</td> </tr> </table> Colonias: <table style="width: 100%; margin-top: 5px;"> <tr> <td>Trans. In: Water Fund</td> <td>451-0000-393.05-57</td> <td style="text-align: right;">\$753,400</td> <td style="text-align: right;">\$281,205</td> <td style="text-align: right;">\$1,037,605</td> </tr> <tr> <td>Imprv. Other than Bldg.</td> <td>451-8310-535.93-01</td> <td style="text-align: right;">\$11,811,777</td> <td style="text-align: right;">\$281,205</td> <td style="text-align: right;">\$12,092,982</td> </tr> </table>					Fees & Reimbursements	557-0000-373.30-00	\$741,000	\$281,205	\$281,205	Trans. Out: Colonias	557-4110-597.04-51	\$741,000	\$281,205	\$1,022,205	Trans. In: Water Fund	451-0000-393.05-57	\$753,400	\$281,205	\$1,037,605	Imprv. Other than Bldg.	451-8310-535.93-01	\$11,811,777	\$281,205	\$12,092,982
Fees & Reimbursements	557-0000-373.30-00	\$741,000	\$281,205	\$281,205																				
Trans. Out: Colonias	557-4110-597.04-51	\$741,000	\$281,205	\$1,022,205																				
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Imprv. Other than Bldg.	451-8310-535.93-01	\$11,811,777	\$281,205	\$12,092,982																				
COMMITTEE RECOMMENDATION:		STAFF RECOMMENDATION: Conduct Public Hearing and Introductory Ordinance.																						

COUNCIL COMMUNICATION

DATE: 2/22/11	SUBJECT: Final Reading of Ordinance no. 2011-O-018 Authorizing the acceptance of the 10" and 15" sanitary sewer over-sizing main for Old Milwaukee on SH359 that consist of 3,592 feet of 10" sanitary sewer line and 3,610 feet of 15" sanitary sewer line and authorizing the Utilities Department to charge \$51.00/gallon per minute (GPM) as calculated on the exhibit "A". The existing and remaining capacity was calculated for the sewer outfall as shown on Exhibit "F". The fees will be implemented to the property owners shown on Exhibit "F" for the service area shown on Exhibit "G" for a total cost of \$150,246.00, for their share of the oversized sanitary sewer main. Texas Water Development Board (TWDB) accepted the improvements. The TWDB paid for the cost equivalent to an 8" sanitary sewer main, some property owners as shown on Exhibit "E" paid for the cost equivalent to a 10" and 12" sanitary sewer main and the City paid for the cost equivalent to a 15" sanitary sewer main. Funding for the City's share of the construction for the 15" sanitary sewer line was available in the 2009 Sewer Revenue Bond which will be reimbursed by the revenues generated by the fees of \$51.00/GPM
INITIATED BY: Jesus M. Olivares, Assistant City Manager	STAFF SOURCE: Tomas M. Rodriguez, Jr., P.E., Utilities Director
PREVIOUS COUNCIL ACTION: Council rescinded the construction contract to J. Solis Maintenance and awarded the contract to Ramos Industries on 5/15/06. Council approved change order #1 on 11/20/06. Council awarded the contract to Jimmy Closner & Sons on January 2, 2007. Introduction of Ordinance on 6/4/07. Final reading of Ordinance 2007-O-101 on 6/18/07. Council approved change order #1 on 3/10/08. Council approved change order #2 on 3/2/09. Council approved change order #3 on 7/6/09. Council approved change order #4 on 9/8/09. Council approved change order #5 on 12/7/09. Council approved final change order, release of retainage and acceptance of the project on 2/6/10. Open Hearing and Introduction of Ordinance amendment.	
BACKGROUND: The consultant HNTB and Crane Engineering designed the Colonia Old Milwaukee as part of the sanitary sewer collector and the outfall respectively a proposed 8" sanitary sewer line with a total construction cost of \$262,316.95 (EDAP ELIGIBLE). The City of Laredo Utilities Department staff coordinated with owners of land and their consultant engineers the oversizing of the sanitary sewer line as part of the Colonia project that ultimately will serve their future development. The Utilities Department Staff calculated the total existing and remaining capacity and the cost in gallons per minute of the 15" diameter sanitary sewer outfall as shown on Exhibit "F" to serve the Colonia and their tract(s) of land as shown on Exhibit "G" where 3,592 feet of 10" sanitary sewer line were constructed along Center Road and 3,610 feet of 15" sanitary sewer line were constructed for the sanitary sewer outfall. The City made the payment to oversize the sanitary sewer lines and collected and reserved the capacity from some of the developers as indicated on Exhibit "E". The Utilities Department Staff will collect \$51.00/GPM as shown on Exhibit "A" to property owners shown on Exhibit "F" that did not participate on the oversize of the 15" sewer outfall.	
FINANCIAL IMPACT: Funding was available from Sewer Revenue Bond Acct. No. 559-4283-538-0363 Sewer Rehabilitation. Fees collected will be allocated to Sewer Revenue Account # 559-0000-373-20-50.	
COMMITTEE RECOMMENDATION: Operations Committee Finance Committee	STAFF RECOMMENDATION: Staff recommends approval of ordinance

ORDINANCE NO. 2011-O-018

Authorizing the acceptance of the 10" and 15" sanitary sewer over-sizing main for Old Milwaukee on SH359 that consist of 3,592 feet of 10" sanitary sewer line and 3,610 feet of 15" sanitary sewer line and authorizing the Utilities Department to charge \$51.00/gallon per minute (GPM) as calculated on the exhibit "A". The existing and remaining capacity was calculated for the sewer outfall as shown on Exhibit "F". The fees will be implemented to the property owners shown on Exhibit "F" for the service area shown on Exhibit "G" for a total cost of \$150,246.00, for their share of the oversized sanitary sewer main. Texas Water Development Board (TWDB) accepted the improvements. The TWDB paid for the cost equivalent to an 8" sanitary sewer main, some property owners as shown on Exhibit "E" paid for the cost equivalent to a 10" and 12" sanitary sewer main and the City paid for the cost equivalent to a 15" sanitary sewer main. Funding for the City's share of the construction for the 15" sanitary sewer line was available in the 2009 Sewer Revenue Bond which will be reimbursed by the revenues generated by the fees of \$51.00/GPM

WHEREAS, on May 2, 1995, the City of Laredo entered into a contract with Webb County pursuant to the Economically Distressed Areas Program in order to bring water and sewer utilities to various Colonias outside the City of Laredo with various grants from the State of Texas; and

WHEREAS, pursuant to the Economically Distressed Areas Program the City of Laredo intends to construct an 8" sanitary sewer line and related facilities in order to provide sewer to the Colonia Old Milwaukee from Old Milwaukee East to the existing 18" Collector at Lago del Valle as shown as Line A & B and described in Exhibit "G"; and

WHEREAS, the Utilities Department staff coordinated with owners of land and their consultant engineer the oversizing of the sewer line along Old Milwaukee East to the existing 18" Collector at Lago del Valle as shown as Line A & B and described in Exhibit "G" as part of the Colonia Project that ultimately will serve their future development.

WHEREAS, Dr. Oscar Ramos, Adolfo Carrasco, E.G. Ranch Business Park considered to oversize the sanitary sewer outfall to 10" and 12" and pay the City of Laredo the fees to oversize the sanitary sewer line at the time of the construction as shown on Exhibit "E".

WHEREAS, The City of Laredo Utilities Department decided to oversize the sanitary sewer outfall to 15" and pay for the oversize in order to serve future property owners shown on Exhibit "G" and mentioned on Exhibit "E"


WHEREAS, The City of Laredo Utilities department calculated the total existing and remaining capacity and the cost per gallons per minute of the 15" diameter sanitary sewer outfall as shown on Exhibit "F" that will serve the Colonia and their tracts as shown on Exhibit "G" at a cost of \$51.00/GPM as shown on Exhibit "A"

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:


Section 1. The City Manager authorize Utilities department to charge \$51.00 per gallons per minute to any owner of tract serve by this oversize sewer outfall.

Section 2. The Ordinance shall become effective upon passage thereof.

PASSED AND APPROVED THIS 22nd DAY OF February, 2011.



RAUL SALINAS
MAYOR

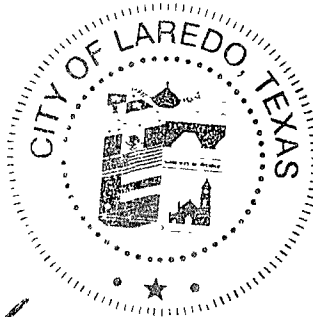
ATTEST:


GUSTAVO GUEVARA
CITY SECRETARY

APPROVED AS TO FORM

VALERIA M. ACEVEDO
ASSISTANT CITY ATTORNEY

By: 
RAUL CASSO
CITY ATTORNEY



STATE OF TEXAS
COUNTY OF WEBB
CITY OF LAREDO

I, Jose A. Valdez, Jr., City Secretary for this City of Laredo, Texas do hereby certify that the above and foregoing is a true and correct copy of Ordinance 2011-0-018 of the City of Laredo, Texas

WITNESS MY HAND AND THE CORPORATE SEAL OF THE CITY OF LAREDO, TEXAS, ON THIS THE 21 DAY OF September, 2011.

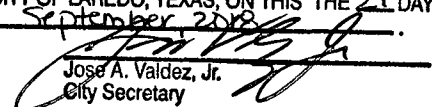
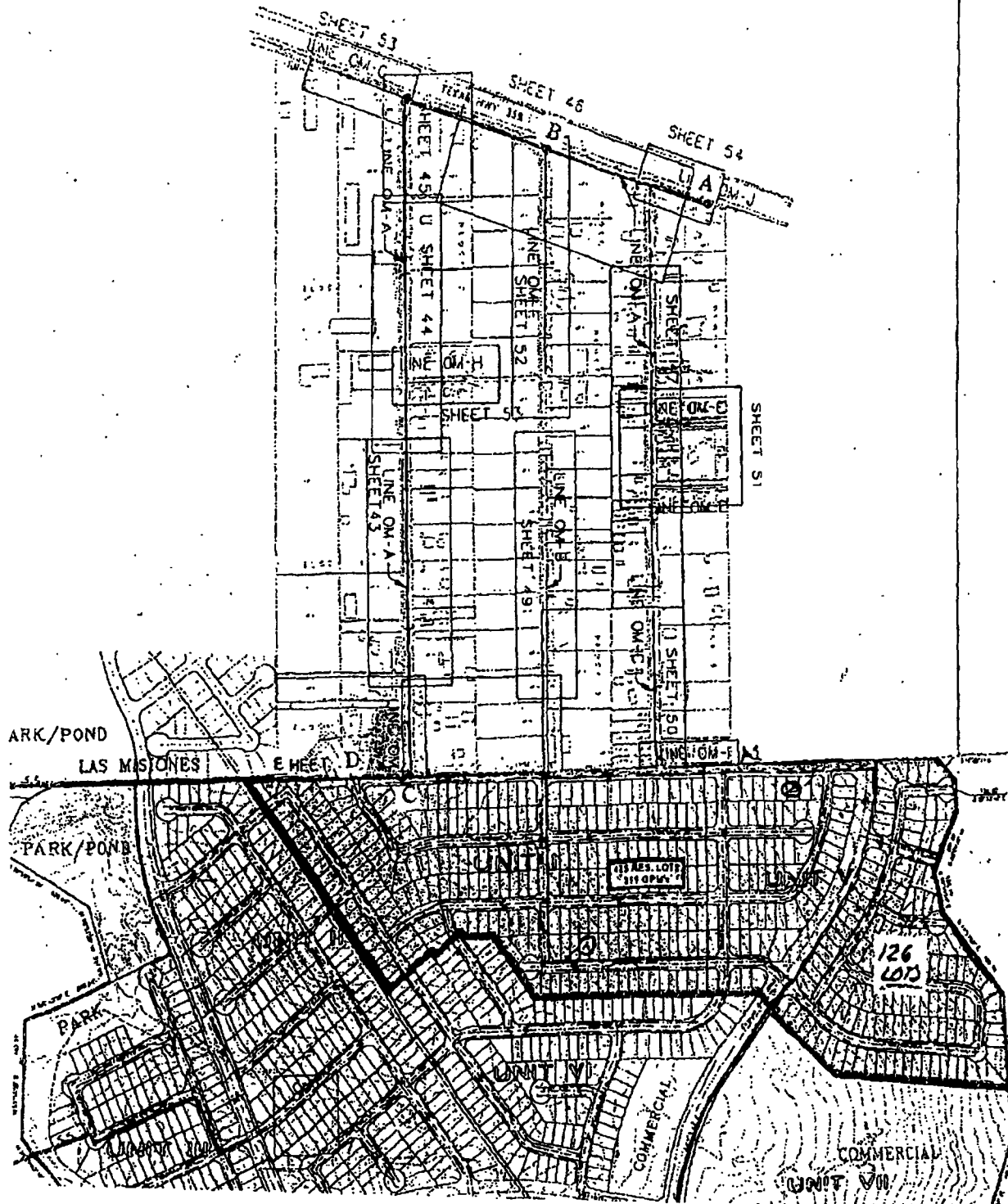

Jose A. Valdez, Jr.
City Secretary

EXHIBIT "A"
SEWER OVERSIZING OLD MILWAUKEE

Item	Description	Quantity	Unit	Unit Price	Total
Base	8" sewer 0-6 feet	101	LF	\$17.85	\$1,802.85
Base	8" sewer 6-8 feet	91	LF	\$19.85	\$1,806.35
Base	8" sewer 8-10 feet	85	LF	\$21.85	\$1,857.25
Base	8" sewer 10-12 feet	122	LF	\$24.35	\$2,970.70
Base	8" sewer 12-14 feet	901	LF	\$26.35	\$23,741.35
Base	8" sewer 14-16 feet	560	LF	\$30.35	\$16,996.00
Base	8" sewer 16-20 feet	439	LF	\$42.60	\$18,701.40
Base	8" sewer +20 feet	1293	LF	\$77.60	\$100,336.80
Base	8" sewer 6-8 feet	569	LF	\$19.85	\$11,294.65
Base	8" sewer 8-10 feet	144	LF	\$21.85	\$3,146.40
Base	8" sewer 10-12 feet	1837	LF	\$24.35	\$44,730.95
Base	8" sewer 12-14 feet	305	LF	\$26.35	\$8,036.75
Base	8" sewer 14-16 feet	430	LF	\$30.35	\$13,050.50
Base	8" sewer 16-20 feet	325	LF	\$42.60	\$13,845.00
Total					\$262,316.95
Oversize	10" sewer 6-8 feet	101	LF	\$20.00	\$2,020.00
Oversize	10" sewer 6-8 feet	91	LF	\$22.00	\$2,002.00
Oversize	10" sewer 8-10 feet	85	LF	\$24.00	\$2,040.00
Oversize	10" sewer 10-12 feet	122	LF	\$26.00	\$3,172.00
Oversize	10" sewer 12-14 feet	901	LF	\$28.00	\$25,228.00
Oversize	10" sewer 14-16 feet	560	LF	\$32.00	\$17,920.00
Oversize	10" sewer 16-20 feet	439	LF	\$46.00	\$20,194.00
Oversize	10" sewer +20 feet	1293	LF	\$76.00	\$98,268.00
Oversize	15" sewer 6-8 feet	569	LF	\$42.50	\$24,182.50
Oversize	15" sewer 8-12 feet	1981	LF	\$49.50	\$98,059.50
Oversize	15" sewer 12-16 feet	735	LF	\$58.00	\$42,630.00
Oversize	15" sewer 16-20 feet	325	LF	\$71.00	\$23,075.00
Total					\$358,791.00
Total Cost oversizing construction					\$96,474.05
Total Cost oversizing engineering (CRANE)					\$47,275.45
Total Cost oversizing engineering (HNTB)					\$6,279.00
Total Cost					\$150,028.50
Total Capacity of the 15" sanitary sewer outfall in GPM					2946
Total cost in GPM for the 15" sanitary sewer outfall in GPM					\$50.93

EXHIBIT B



[illegible]

EXHIBIT D

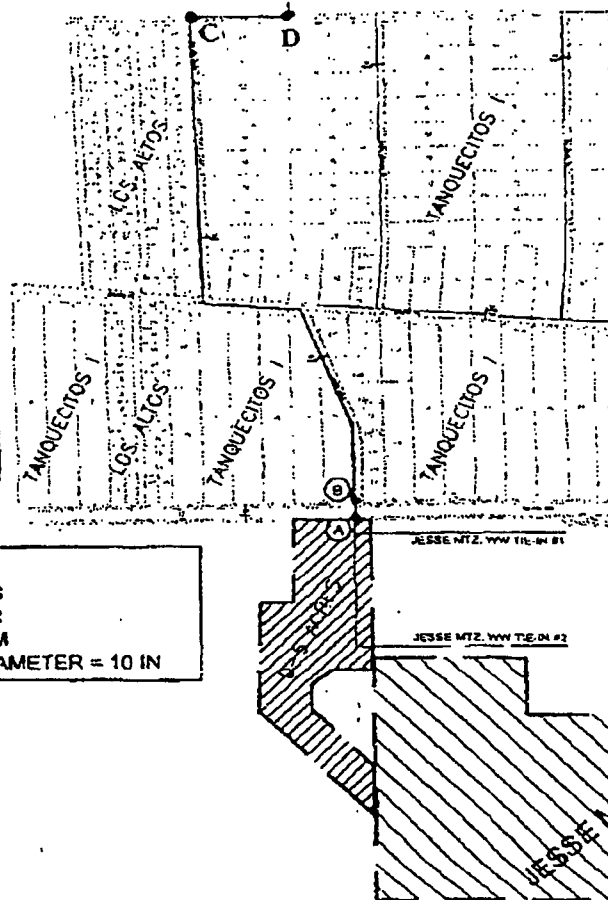
SECTION BC
TANQUECITOS (9 LUE'S)
INFLUENT WASTEWATER
PEAK FLOW = 6.72 GPM
RECOMMENDED PIPE DIAMETER = 8 IN

SECTION BC
LOS ALTOS (17 LUE'S)
INFLUENT WASTEWATER
PEAK FLOW = 12.69 GPM
RECOMMENDED PIPE DIAMETER = 8 IN

SECTION BC
TANQUECITOS (20 LUE'S)
INFLUENT WASTEWATER
PEAK FLOW = 14.93 GPM
RECOMMENDED PIPE DIAMETER = 8 IN

NODE A
JESSE MTZ. & D-5 ACRES
INFLUENT WASTEWATER
PEAK FLOW = 331.35 GPM
RECOMMENDED PIPE DIAMETER = 10 IN

OUTFALL



SECTION AC
TOTAL INFLUENT WASTEWATER
PEAK FLOW = 365.69 GPM
RECOMMENDED PIPE DIAMETER = 10 IN

WASTEWATER ANALYSIS

JESSE MARTINEZ
170 ACRE TRACT

EXHIBIT E

CONSTRUCTION	Project	Contribution %	Oversizing cost
sewer			
Jesse Martinez	D-5 Acres	100	\$6,154.00
Jesse Martinez	Tanquecitos I	100	\$14,736.00
Francisco Guerra Jr.	Tanquecitos I to Ranchetes	1.68	\$660.06
Francisco Guerra Sr.	Tanquecitos I to Ranchetes	1.9	\$746.51
Pedro Saenz	Tanquecitos I to Ranchetes	15.4	\$6,050.58
Richard Haynes	Tanquecitos I to Ranchetes	81.02	\$31,832.35
Subtotal Oversizing sewer	Tanquecitos I to Ranchetes	100	\$39,289.50
Carrasco	Old Milwaukee	44.78	\$6,935.71
Rochela	Old Milwaukee	29.11	\$4,508.67
E. G. Ranch	Old Milwaukee	26.11	\$4,044.02
Subtotal oversizing water	Old Milwaukee	100	\$15,488.40
E.G. Ranch	Old Milwaukee	100	\$90,616.40
Sewer Oversizing	\$6,154.00		
Sewer Oversizing	\$14,736.00		
Sewer Oversizing	\$15,488.40		
Sewer Oversizing	\$39,289.50		
Water Oversizing	\$90,616.40		
Total Oversizing Construction	\$166,284.30		
Grand Total Oversizing Engineering & Construction	\$277,356.90		
sewer 12" to 15" and from 8" to 15"			estimated
E. G. Ranch	Old Milwaukee	90.77	\$83,271.13
Norez	Old Milwaukee	9.23	\$8,467.47
			91,738.60

ENGINEERING	Project	Contribution %	Oversizing cost	LUE's
Jesse Martinez	D-5 Acres/ Tanquecitos I	100	\$622.00	400
Francisco Guerra Jr.	Tanquecitos I to Ranchetes	1.68	\$33.25	25
Francisco Guerra Sr.	Tanquecitos I to Ranchetes	1.9	\$37.60	28
Pedro Saenz	Tanquecitos I to Ranchetes	15.4	\$304.77	95
Richard Haynes	Tanquecitos I to Ranchetes	81.02	\$1,603.38	500
Subtotal Oversizing sewer	Tanquecitos I to Ranchetes	100	\$1,979.00	
Carrasco	Old Milwaukee	44.78	\$2,811.73	254
Rochela	Old Milwaukee	29.11	\$1,827.82	188
E. G. Ranch	Old Milwaukee	26.11	\$1,639.45	244
Subtotal oversizing water	Old Milwaukee	100	\$6,279.00	
E.G. Ranch	Old Milwaukee	100	\$10,454.00	244
Sewer Oversizing	\$622.00			
Sewer Oversizing	\$1,979.00			
Sewer Oversizing	\$6,279.00			
Water Oversizing	\$10,454.00			
Total Oversizing Engineering	\$19,334.00			
				ADD
E. G. Ranch	Old Milwaukee	90.77	N/A	2074
Norez	Old Milwaukee	9.23	N/A	425

EXHIBIT F

PAYMENTS MADE TO THE OVERSIZING ON THE WATER AND SEWER LINES

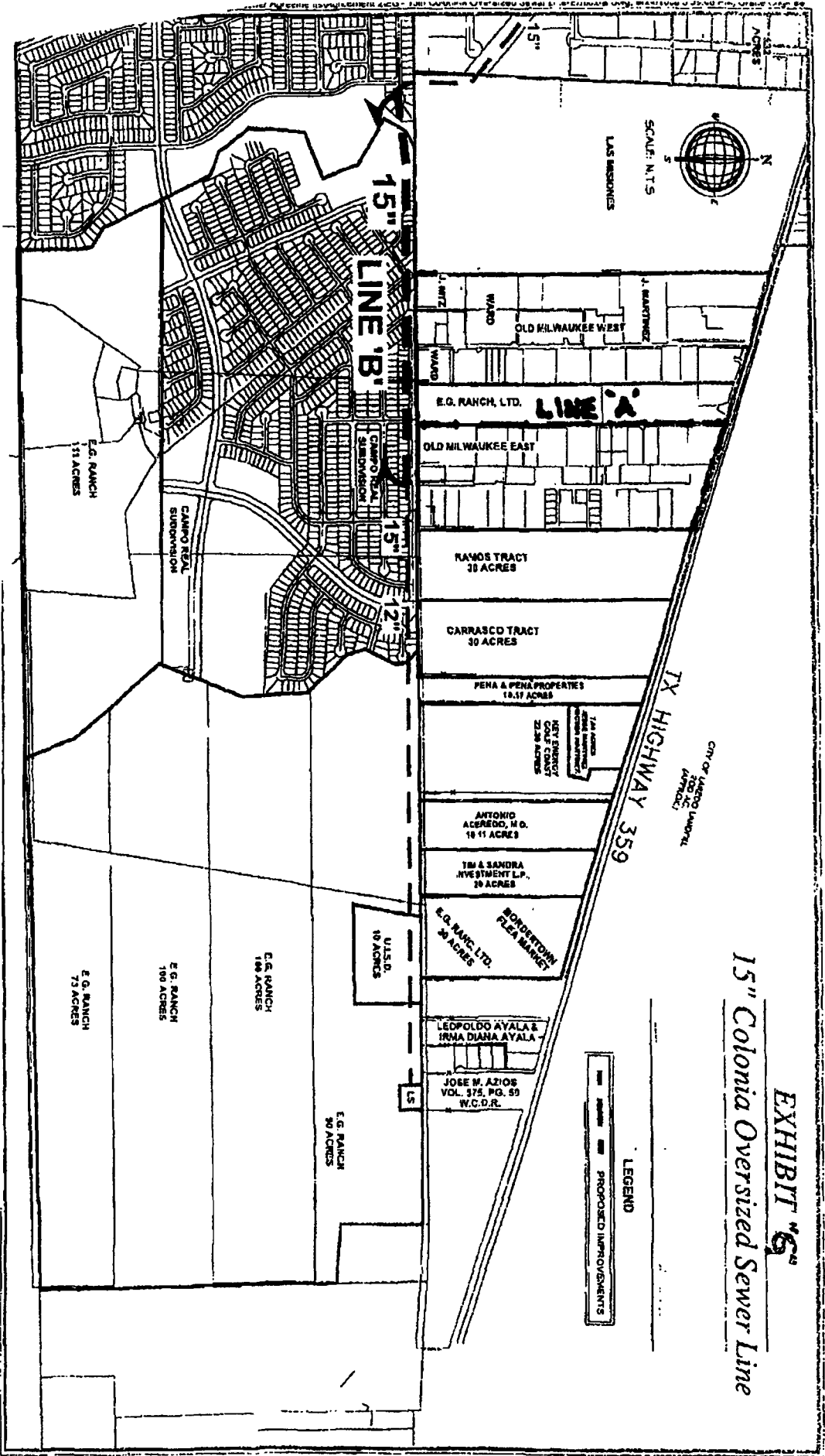
PROJECT	Water or Sewer	OWNER	LUE's	GPM Request	Oversizing cost construction	Oversizing cost engineering	Total Payment
D-5 Acres	Sewer	Jesse Martinez			\$5,154.00	\$0.00	\$5,154.00
Tanquecitos I	Sewer	Jesse Martinez	400	256.94444	\$14,736.00	\$622.00	\$15,358.00
Tanquecitos I to Ranchetes	Sewer	Francisco Guerra Jr.	25	16.059028	\$660.06	\$33.25	\$693.31
Tanquecitos I to Ranchetes	Sewer	Francisco Guerra Sr.	28	17.986111	\$746.51	\$37.60	\$784.11
Tanquecitos I to Ranchetes	Sewer	Pedro Saenz	95	61.024306	\$6,050.58	\$304.77	\$6,355.35
Tanquecitos I to Ranchetes	Sewer	Richard Haynes	500	321.18056	\$31,832.35	\$1,603.38	\$33,435.73
Old Milwaukee (Center and East Road)	Sewer	Colonias	71	45.607639	\$0.00	\$0.00	
Old Milwaukee	Sewer	Carrasco	254	163.15972	\$6,935.70	\$2,811.73	\$9,747.43
Old Milwaukee	Sewer	Rochela (Ramos Tract)	188	120.76389	\$4,508.67	\$1,827.82	\$6,336.49
Old Milwaukee	Sewer	E.G. Ranch (Business Park)	244	156.73611	\$4,044.02	\$1,639.45	\$5,683.47
Total Capacity	Sewer			486.26736			
Old Milwaukee	Water	E.G. Ranch (Business Park)			\$95,131.40	\$10,454.00	\$105,585.40
Subtotal	Sewer	Developers Payments			\$75,667.89	\$8,880.00	\$84,547.89
Subtotal	Water	Developers Payments			\$95,131.40	\$10,454.00	\$105,585.40
REMAINING CAPACITY OF THE 15" SANITARY SEWER OUTFALL AT OLD MILWAUKEE					cost/gpm	cost/gpm	
Old Milwaukee	Sewer	Total capacity of the 15" sanitary sewer outfall		2946	\$32.75	\$18.25	150,246.00
Old Milwaukee	Sewer	Remaining Capacity for Old Milwaukee Participants		2459.7326			

OLD MILWAUKEE PARTICIPANTS

E. G Ranch, LTD.
U.I.S.D.
Tim & Sandra Ligocky
Antonio Acevedo
Jesse & Hector Martinez
Key Energy Gulf Coast
Peña Properties
Campo Real (Unit I & IV)
Mario Cavazos Gonzalez & Alda Arias de Cavazos
Javier Mendoza & Maria Patricia Mendoza

Deffino & Trinidad Sarmiento
Encarnacion & Julia Z. Hernandez
Encarnacion Hernandez Jr.
Francisco Reyes Zambrano Jr.
Gregorio Zambrano
Salvador Gemino Gamino
Francisco Hinojosa
Maria Isabel & Francisco Hinojosa
Adrian, Juan Enrique & Virginia Martinez
Monica & Miguel Hinojosa

Rodolfo Medina
Maria Francisca Medina Gonzalez
Alfredo & Irma Morales
Edwin G. & Connie M. Ward
PGM Services
Paul H. & Margaret R. Ward
Takes Four Partnership
Gleen Sat Co.
Maria Medina Gonzalez



ORDINANCE NO. 207-O-101

Amending the City of Laredo FY 2006-2007 Colonias project, Wastewater and Water Annual Budgets by appropriating revenues and expenditures in the amount of \$277,356.90 from the Water & Wastewater Fund and appropriating the transfer in and expenditure in the amount of \$277,356.90 for the Colonias Project Fund.

WHEREAS, the Colonias SH359 Planning Area Work Order #3 Water Distribution and Wastewater Collection System originally consisted to construct an 8" water line an 8" sewer line and related facilities in order to provide water and sewer to the Colonias. Due to the potential for future development in the area, the development community requested to over-sized the water and sewer lines in diameter allowing them to use the increased capacity for their land and as shown on **Exhibits B, C & D**. The developers have committed to pay the City of Laredo for all over-sizing costs including \$19,334.00 on engineering fees.

WHEREAS, on May 15, 2006; the City of Laredo awarded a construction contract to Ramos Industries and on 11/20/06 approved change order #1 due to the material price increase for a total contract of \$1,776,680.66 for the construction of 10" sanitary sewer line which included the cost of \$14,736.00 for the over-sizing.

WHEREAS, on January 2, 2007; the City of Laredo awarded a construction contract to Jimmy Closner & Sons Construction Co., Inc. in the amount of \$4,697,756.20 for the construction of 16" water lines, 10-12" sanitary sewer lines which included the cost of \$151,548.30 for the over-sizing.

WHEREAS, on January 12, 2007; the City of Laredo received a request that the proposed 12" sanitary sewer line at Old Milwaukee be enlarged to 15" in diameter allowing extra capacity for their land, this will increased \$91,738.60 (estimated) to the contract to Jimmy Closner & Sons Construction Co., Inc.

WHEREAS, the Texas Water Development Board (TWDB) approved the over-sizing contract and agreed to fund the difference to cover the total cost of the project as follows:

Contract	TWDB	Over-sizing	Total
Ramos Industries, Inc.	\$1,761,944.66	\$ 14,736.00	\$1,776,680.66
Jimmy Closner & Sons	\$4,546,207.90	\$151,548.30	\$4,697,756.20
Engineering Fees (HNTB)	\$ 455,097.93	\$ 19,334.00	\$ 474,431.93
Jimmy Closner & Sons		\$ 91,738.70	\$ 91,738.70(estimated)
Total	\$6,763,250.49	\$277,357.00	\$7,040,607.49

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: **FINANCIAL IMPACT:**

	Original Budget	Amendment	Amended	Budget
Water works:				
Fees & Reimbursements.	557-0000-373.30-00	0	101,070	101,070
Trans. Out: Colonia	557-4110-597.04-51	0	101,070	101,070
Wastewater:				
Fees & Reimbursements	559-0000-373.30-00	0	176,287	176,287
Trans. Out: Colonia	559-4200-597.04-51	0	176,287	176,287
Colonias:				
Trans. In: Water Fund	451-0000-393.05-57	1,198,280	101,070	1,299,350
Trans. In: Sewer Fund	451-0000-393.05-59	964,188	176,287	1,140,475
Improv. Other than Bldg.	451-8310-535.93-01	12,057,675	258,023	12,315,698
Project Engineering Fees	451-8310-533.5512	2,860,107	19,334	2,879,441

Section 2: The Ordinance shall become effective upon passage thereof.

PASSED AND APPROVED THIS 18th DAY OF JUNE, 2007.


RAUL SALINAS
MAYOR

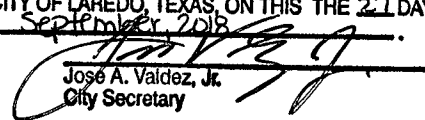
ATTEST:


GUSTAVO GUEVARA
CITY SECRETARY

STATE OF TEXAS
COUNTY OF WEBB
CITY OF LAREDO

I, Jose A. Valdez, Jr., City Secretary for this
City of Laredo, Texas do hereby certify that the above
and foregoing is a true and correct copy
of Ordinance 2007-0-101
of the City of Laredo, Texas

WITNESS MY HAND AND THE CORPORATE SEAL OF
THE CITY OF LAREDO, TEXAS, ON THIS THE 27 DAY
OF September, 2018


Jose A. Valdez, Jr.
City Secretary

APPROVED AS TO FORM

VALERIA M. ACEVEDO
ACTING CITY ATTORNEY

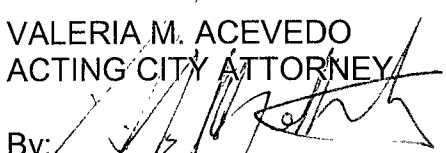
By: 
Anthony C. McGettrick
Assistant City Attorney

EXHIBIT B

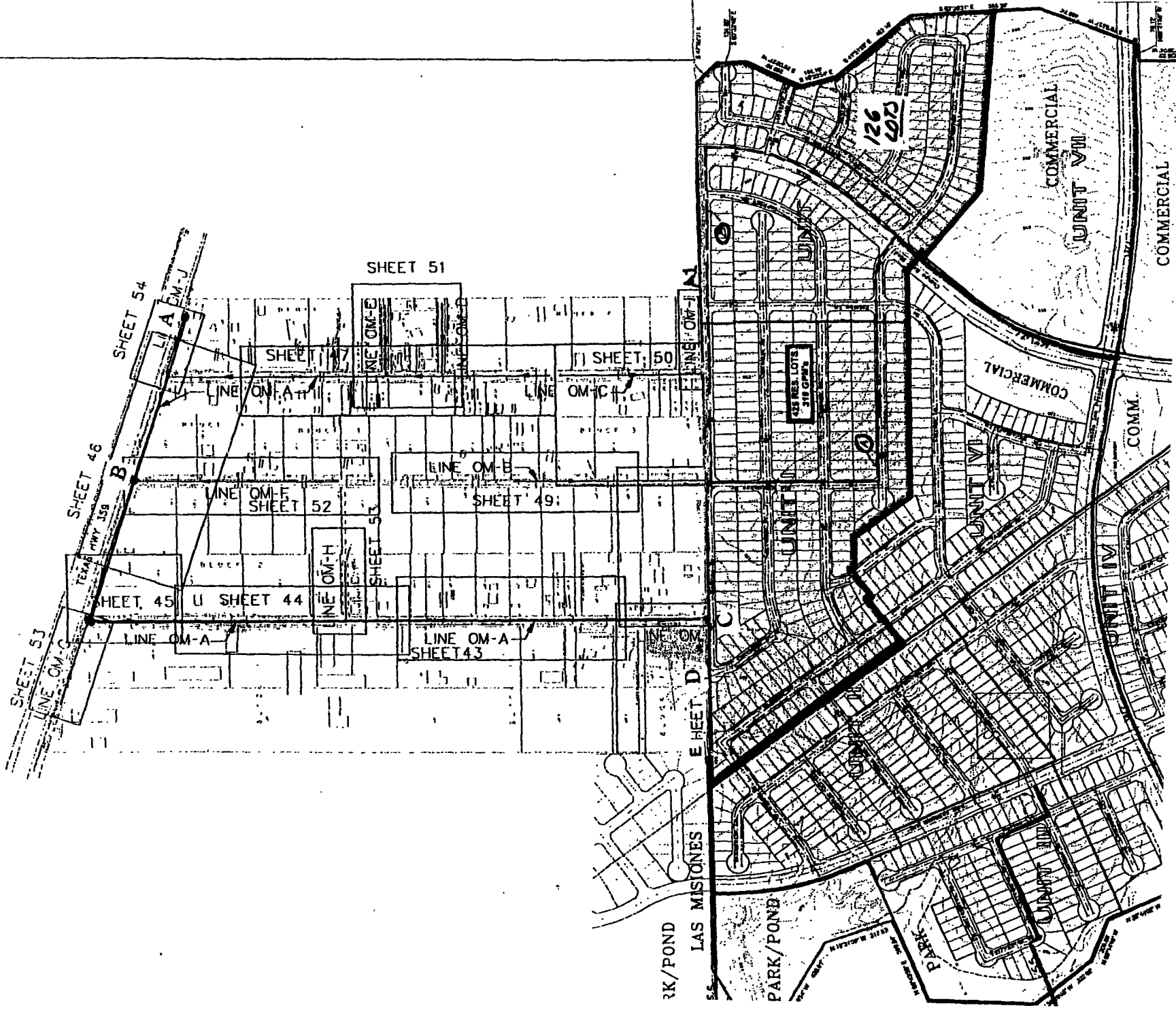


EXHIBIT D

SECTION BC
TANQUECITOS (9 LUE'S)
INFLUENT WASTEWATER
PEAK FLOW = 6.72 GPM
RECOMMENDED PIPE DIAMETER = 8 IN

SECTION BC
LOS ALTOS (17 LUE'S)
INFLUENT WASTEWATER
PEAK FLOW = 12.69 GPM
RECOMMENDED PIPE DIAMETER = 8 IN

SECTION BC
TANQUECITOS (20 LUE'S)
INFLUENT WASTEWATER
PEAK FLOW = 14.93 GPM
RECOMMENDED PIPE DIAMETER = 8 IN

NODE A
JESSE MTZ. & D-5 ACRES
INFLUENT WASTEWATER
PEAK FLOW = 331.35 GPM
RECOMMENDED PIPE DIAMETER = 10 IN

SECTION AC
TOTAL INFLUENT WASTEWATER
PEAK FLOW = 365.69 GPM
RECOMMENDED PIPE DIAMETER = 10 IN

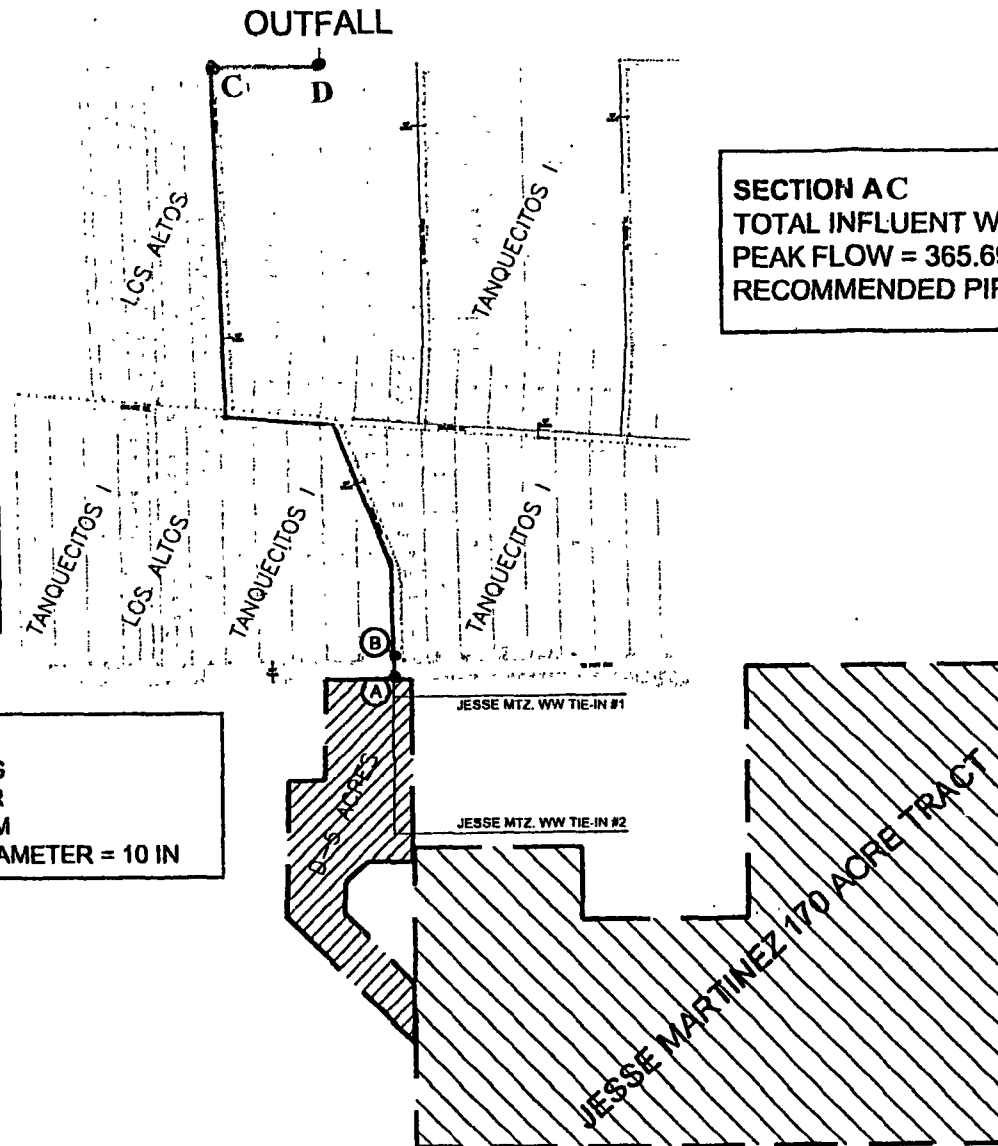


EXHIBIT E

CONSTRUCTION	Project	Contribution %	Oversizing cost
sewer			
Jesse Martinez	D-5 Acres	100	\$6,154.00
Jesse Martinez	Tanquecitos I	100	\$14,736.00
Francisco Guerra Jr.	Tanquecitos I to Ranchetes	1.68	\$260.21
Francisco Guerra Sr.	Tanquecitos I to Ranchetes	1.9	\$294.28
Pedro Saenz	Tanquecitos I to Ranchetes	15.4	\$2,385.21
Richard Haynes	Tanquecitos I to Ranchetes	81.02	\$12,548.70
Subtotal Oversizing	Tanquecitos I to Ranchetes	100	\$15,488.40
sewer			
Carrasco	Old Milwaukee	44.78	\$17,593.84
Rochela	Old Milwaukee	29.11	\$11,437.17
E. G. Ranch	Old Milwaukee	26.11	\$10,258.49
Subtotal oversizing	Old Milwaukee	100	\$39,289.50
water			
E.G. Ranch	Old Milwaukee	100	\$90,616.40
Sewer Oversizing	\$6,154.00		
Sewer Oversizing	\$14,736.00		
Sewer Oversizing	\$15,488.40		
Sewer Oversizing	\$39,289.50		
Water Oversizing	\$90,616.40		
Total Oversizing			
Construction	\$166,284.30		
Grand Total Oversizing Engineering & Construction	\$277,356.90		
sewer 12" to 15"			estimated
E. G. Ranch	Old Milwaukee	90.77	\$83,271.13
Norez	Old Milwaukee	9.23	\$8,467.47
			91,738.60

ENGINEERING	Project	Contribution %	Oversizing cost	LUE's
Jesse Martinez	D-5 Acres/ Tanquecitos I	100	\$622.00	400
Francisco Guerra Jr.	Tanquecitos I to Ranchetes	1.68	\$33.25	25
Francisco Guerra Sr.	Tanquecitos I to Ranchetes	1.9	\$37.60	28
Pedro Saenz	Tanquecitos I to Ranchetes	15.4	\$304.77	95
Richard Haynes	Tanquecitos I to Ranchetes	81.02	\$1,603.38	500
Subtotal Oversizing sewer	Tanquecitos I to Ranchetes	100	\$1,979.00	
Carrasco	Old Milwaukee	44.78	\$2,811.73	254
Rochela	Old Milwaukee	29.11	\$1,827.82	188
E. G. Ranch	Old Milwaukee	26.11	\$1,639.45	244
Subtotal oversizing water	Old Milwaukee	100	\$6,279.00	
E.G. Ranch	Old Milwaukee	100	\$10,454.00	244
Sewer Oversizing	\$622.00			
Sewer Oversizing	\$1,979.00			
Sewer Oversizing	\$6,279.00			
Water Oversizing	\$10,454.00			
Total Oversizing Engineering	\$19,334.00			
ADD				
E. G. Ranch	Old Milwaukee	90.77	N/A	2074
Norez	Old Milwaukee	9.23	N/A	425

COUNCIL COMMUNICATION

DATE: 6/18/07	SUBJECT: Final Reading of Ordinance 2007-O-101 Amending the City of Laredo FY 2006-2007 Colonias project, Wastewater and Water Annual Budgets by appropriating revenues and expenditures in the amount of \$277,357.00 from the Water & Wastewater Fund and appropriating the transfer in and expenditure in the amount of \$277,357.00 for the Colonias Project Fund.																																																												
INITIATED BY: Carlos R. Villarreal, City Manager	STAFF SOURCE: Tomas M. Rodriguez Jr. P.E., Utilities Director																																																												
PREVIOUS COUNCIL ACTION: Award the contract to Ramos Industries on 5/15/06. Change Order #1 on 11/20/06. Contract was awarded to Jimmy Closner & Sons on January 2, 2007.																																																													
BACKGROUND SUBJECT: <p>The Colonias SH 359 Planning Area Work Order #3 Water Distribution Line and Wastewater Collection System originally consisted of constructing 8" water lines, 8" sewer lines and related facilities in order to provide water and sewer to the Colonias. Due to the potential for future development in the area, the development community requested to over-size the water and sewer lines to increase the capacity to serve their land shown on Exhibits B, C & D. The developers have committed to pay the City of Laredo for all over-sizing costs including \$19,334.00 for engineering fees.</p> <p>On May 15, 2006 - the City of Laredo awarded a construction contract to Ramos Industries and on 11/20/06 approved change order #1 for the material price increase for a total contract amount of \$1,776,680.66. This total included the construction of 10" sanitary sewer line with an additional cost of \$14,736.00 for the over-sizing.</p> <p>On January 2, 2007- the City of Laredo awarded a construction contract to Jimmy Closner & Sons Construction Co., Inc. in the amount of \$4,697,756.20 for the construction of 16" water lines and 10"/12" sanitary sewer lines which included the cost of \$151,548.30 for the over-sizing.</p> <p>On January 12, 2007- the City of Laredo received a request from the developers to over-size the proposed 12" sanitary sewer line at Old Milwaukee to 15" in diameter, this increased the contract with Jimmy Closner & Sons Construction Co., Inc., by \$19,738.60.</p> <p>The Texas Water Development Board (TWDB) approved the over-sizing contract and agreed to fund the difference to cover the total cost:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Contractors</u></th> <th style="text-align: right;"><u>TWDB</u></th> <th style="text-align: right;"><u>Over-sizing</u></th> <th style="text-align: right;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>Ramos Industries, Inc.</td> <td style="text-align: right;">\$1,761,944.66</td> <td style="text-align: right;">\$ 14,736.00</td> <td style="text-align: right;">\$1,776,680.66</td> </tr> <tr> <td>Jimmy Closner & Sons</td> <td style="text-align: right;">\$4,546,207.90</td> <td style="text-align: right;">\$151,548.30</td> <td style="text-align: right;">\$4,697,756.20</td> </tr> <tr> <td>Engineering Fees (HNTB)</td> <td style="text-align: right;">\$ 455,097.93</td> <td style="text-align: right;">\$ 19,334.00</td> <td style="text-align: right;">\$ 474,431.93</td> </tr> <tr> <td>Jimmy Closner & Sons</td> <td></td> <td style="text-align: right;">\$ 91,738.60</td> <td style="text-align: right;">\$ 91,738.60 (estimated)</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$6,763,250.49</td> <td style="text-align: right;">\$277,356.90</td> <td style="text-align: right;">\$7,040,607.39</td> </tr> </tbody> </table>		<u>Contractors</u>	<u>TWDB</u>	<u>Over-sizing</u>	<u>Total</u>	Ramos Industries, Inc.	\$1,761,944.66	\$ 14,736.00	\$1,776,680.66	Jimmy Closner & Sons	\$4,546,207.90	\$151,548.30	\$4,697,756.20	Engineering Fees (HNTB)	\$ 455,097.93	\$ 19,334.00	\$ 474,431.93	Jimmy Closner & Sons		\$ 91,738.60	\$ 91,738.60 (estimated)	Total	\$6,763,250.49	\$277,356.90	\$7,040,607.39																																				
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COMMITTEE RECOMMENDATION: N/A	STAFF RECOMMENDATION: Approve Final Reading of Ordinance																																																												

Exhibit "A"

NOTE: This agreement is subject to City Council approval, and also constitutes a public document under the Texas Open Records Act, being subject to public inspection at any time hereafter.

STATE OF TEXAS)(

COUNTY OF WEBB)(

PARTICIPATION AGREEMENT

This contract ("Agreement") is entered into between, the City of Laredo, a municipal corporation ("City"), as party of the first part, and, as party of the second part, Hurd Urban Development, Ltd., Tanquesitos Land & Cattle Co., Ltd., a Texas Limited Partnership & 3Gs Partners, Jesse Martinez, Francisco Guerra, Sr., Francisco Guerra, Jr., Pedro I. Saenz, Jr., Richard E. Haynes and Vinateria Ranch Co., Ltd., respective owners of the eight parcels of land described in Exhibits A-I to A-VIII, inclusive, which eight owners are in the aggregate hereinafter collectively referred to as "Landowners."

Recitals:

- A. Whereas, on May 2, 1995, the City of Laredo entered into a contract with Webb County pursuant to the Economically Distressed Areas Program in order to bring water and sewer utilities to various colonias outside the City of Laredo with various grants from the State of Texas; and
- B. Whereas, pursuant to the Economically Distressed Areas Program the City of Laredo intends to construct a 12" water line and 15" sewer line and related facilities in order to provide water and sewer to colonias located on SH359 as shown on Exhibit B
- C. Whereas, as a supplement to that contractual undertaking with the County, the City of Laredo has considered oversizing the water line to 16" and the sewer line to 24" in order to accommodate reasonably foreseeable need for water and sewer services on land abutting SH359 other than the colonias as stated, after the water line and sewer line and related facilities are constructed as shown on Exhibit C and Exhibit D and
- D. Whereas, the City has invited interested landowners to participate in the cost of the oversizing in return for allocation of LUEs and the eight owners have responded to the invitation; and
- E. Whereas, a Living Unit Equivalency (hereinafter referred to as "LUE") is defined as follows: A Living Unit Equivalency is a standardized measure of the consumption, use, generated, or discharge of water or wastewater attributable to a single family residential unit, calculated in accordance with generally accepted engineering and planning standards for capital improvements and facilities expansions to serve new development, as defined in the "1999 Ten and Twenty Year Capital Improvements Program For Calculation of Impact Fees". A Living Unit Equivalency is 1 single family residential living unit and the equivalency for multifamily residential unit and commercial (non residential) unit is 0.54 and 3.15 respectively.

F. Whereas, using an allocation formula attributable to the acreage of each Landowner, they are allocated a number of LUEs to that acreage, for which the average cost of same varies for each Landowner depending on the proximity of the acreage to the water line and sewer line, and the LUEs allocated to each of the Landowners and the allocated cost to each Landowner of each is shown on Exhibit E.

G. Whereas, the estimated cost of the original 12" water line and 15" sewer line to supply the colonias on SH359 is \$1,024,780 and \$1,874,556 respectively as shown on Exhibit E.

H. Whereas, the additional cost of oversizing the water line from 12" to 16" is \$1,399,176 and the sewer line from 15" to 24" is \$2,071,644 as shown on Exhibit E.

I. The part of the additional cost of oversizing that is to be borne by the Landowners is \$309,330 for water and \$556,418 for sewer as shown on Exhibit E.

Now, therefore, the parties contract as follows:

1. City will allocate water service to each of the parcels of land described in Exhibits A-I to A-VIII up to the limit of the number of LUEs allocated for each parcel as set forth in Exhibit E.

2. PAYMENT DEADLINES. Each Landowner will pay the lump sum amount specified in Exhibit E, which is based on the project engineer's cost and the estimated construction cost, to be paid within thirty (30) days from the date of this Agreement.

3. ANNEXATION. No Landowner can use any part of this allocation until such time as the parcel or portions thereof described in the relevant Exhibit A owned by him/her is annexed to the City of Laredo, unless otherwise provided by ordinance (e.g. Ordinance 87-O-163), and is platted in accordance with the requirements of the City's subdivision ordinance, provided that if the allocation does not meet the needs of the entire tract, then only that part appropriate to the allocation may be annexed. This shall not be interpreted to prohibit the use of these LUE's in unincorporated properties as provided in Section 31-3 of the City of Laredo Code of Ordinances.

4. TERM. The number of LUEs allocated to each Landowner must be utilized not later than twenty five (25) years from the date of this Agreement. Within five (5) years of the date of execution of this Agreement Landowners should apply to the City for annexation of the property subject to this Agreement whether or not the Landowner's properties are contiguous to the city limits. Upon the condition that the Landowner applies for annexation during the term of this Agreement and is denied annexation, then the term of this Agreement will automatically be extended for an additional two years.

5. LANDOWNER RESPONSIBILITIES. The Landowners understand that this contract provides only an allocation of water service up to the specified allocation of LUEs to each parcel, and neither deals with nor waives any and all costs to each Landowner of constructing the necessary utilities to the waterline to which the Landowners' respective allocation pertains as required in the process of obtaining subdivision plat approval of the parcel or any part of it.

6. LIMITATION ON TRANSFERABILITY/ASSIGNABILITY OF LUEs. The LUEs allocated to each landowner are not transferable other than to a successor in title to the landowner of the parcel to which the LUEs are allocated in this contract. In no event are any LUEs to be assigned to other than a successive owner of the tract to which the LUEs pertain.

7. PROCEDURE. This contract pertains only to the eight tracts described in the nine exhibits called Exhibits A-I to A-VIII, incl., and at or prior to the conveyance of any tract, then the owner must notify the Director of Utilities and the Director of Planning, of the transfer, with a copy of the warranty deed and a copy of the assignment of the LUEs attributed to that tract under this contract.

8. SEPARATE AGREEMENTS. Rights and obligations of the parties are severable, not joint and severable. Landowners are not a joint venture or partnership, but rather this Agreement is to be construed as eight (8) separate agreements, i.e. separate agreement between each Landowner and the City.

9. NOT A RECORDABLE INTEREST IN REAL ESTATE. It is agreed between the parties that, under no circumstances is this contract to be acknowledged by the parties in a manner to be filed of record as a recorded document in the Official Property Records of Webb County, Texas, since the parties stipulate that any benefit or obligation set forth herein is not to be construed as a recordable interest in real estate, but is merely a contract for allocation of water service to specified acreage under the described circumstances and within the described time limitation.

10. NOTICE. Any notices required to be given herein shall be deemed to have been sufficiently given to the appropriate Party for purposes hereof if mailed by certified mail, postage prepaid, addressed as follows:

To City of Laredo:

Director, Utilities Department
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

To Adjacent Landowners:

Hurd Urban Development, Ltd.
P.O. Box 6846
San Antonio, TX 78209

Tanquesitos Land & Cattle Co., Ltd.,
a Texas Limited Partnership & 3Gs Partners
602 East Calton Road
Laredo, TX 78041

Jesse Martinez
520 S. Zapata Hwy.
P.O. Box 1405
Laredo, TX 78043

Francisco Guerra, Sr.
1808 Galveston St.
Laredo, TX 78040

Francisco Guerra, Jr.
3214 Winsome Ct.
Laredo, TX 78045

Pedro I. Saenz, Jr.
P.O. Box 430501
Laredo, TX 78043-0501

Richard E. Haynes
1217 N. Seymour
Laredo, TX 78040

Vinatena Ranch Co., Ltd.,
Attn: Evan J. Quiros
5810 San Bernardo Avenue, Suite 490
Laredo, TX 78041

11. VENUE. The Parties hereto agree that this Agreement shall be enforceable in Webb County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Webb County, Texas.

12. NO VERBAL AGREEMENT; AMENDMENT. This Agreement contains all commitments and agreements of the Parties and no verbal or written commitment shall have any force or effect if not contained herein. This Agreement may not be amended except by a duly authorized writing executed by the Parties.

13. APPLICABLE LAWS. This Agreement is made subject to, and City and Adjacent Landowners agree to comply with, all applicable laws of the State of Texas and the city of Laredo, and any state agency having jurisdiction, as same may hereafter be amended.

14. INTERPRETATION. In interpreting the various provisions of this Agreement, the laws of the State of Texas shall apply.

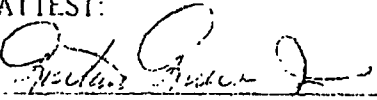
15. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

16. CONTRACT ADMINISTRATION. This Agreement shall be administered on behalf of the City of Laredo by its Utilities Director, or his designated representatives; and on behalf of Adjacent Landowners by their respective authorized officials.

17. ENTIRE AGREEMENT. This Agreement and all referenced Exhibits represent the entire Agreement by and between the Parties except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.

SIGNED, ACCEPTED AND AGREED TO IN MULTIPLE ORIGINALS on this the 20th day of October, 2003, by the undersigned parties who hereby acknowledge that they have read and understood this Agreement and all referenced Exhibits attached hereto. The undersigned parties hereby execute this legal document voluntarily and of their own free will


ATTEST:


Gustavo Guevara, Jr.
City Secretary

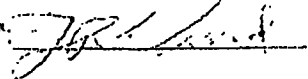
"CITY"
CITY OF LAREDO

BY: 
Larry DeValina
CITY MANAGER

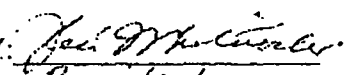
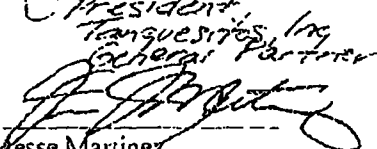
APPROVED AS TO FORM:
Jaime L. Flores
City Attorney

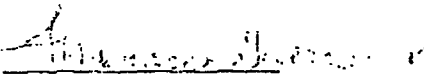
BY: 
Valeria M. Acevedo
Assistant City Attorney

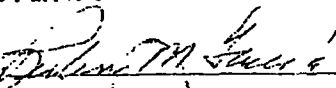
Hurd Urban Development, Ltd.

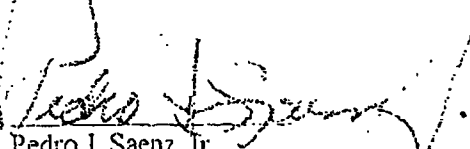
BY: 

Tanquesitos Land & Cattle Co., Ltd.,
a Texas Limited Partnership & 3Gs Partners

BY: 
President,
Tanquesitos, Inc.
General Partner

Jesse Martinez

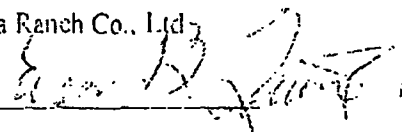

Francisco Guerra, Sr.

BY: 


Pedro I. Saenz, Jr.

Richard E Haynes

Vinateria Ranch Co., Ltd.

BY: 


Francisco Guerra, Jr.

COUNCIL COMMUNICATION

DATE: 10/20/03	SUBJECT: MOTION Authorizing the City Manager to execute an agreement between the City of Laredo and Hurd Urban Development, Ltd., Tanquesitos Land & Cattle Co., Ltd., a Texas Limited Partnership & 3Gs Partners, Jesse Martinez, Francisco Guerra, Sr., Francisco Guerra, Jr., Pedro I. Saenz, Jr., Richard F. Haynes and Vinateria Ranch Co., Ltd., respective owners of eight parcels of land described in the agreement for provisions of water and sewer capacity in the form of Living Unit Equivalency (LUEs). The provisions for water and sewer are made available through the over sizing of both the water and wastewater line extensions for the Colonias Project on SH 359 and the Texas Mexican Rail Road Right of Way.	
INITIATED BY: Larry Dovalina, City Manager		STAFF SOURCE: Heberto L. Ramirez, Utilities Director
PREVIOUS COUNCIL ACTION: N/A		
BACKGROUND: The City of Laredo Water Utilities Department invited the development community on SH 359 to join efforts in the over sizing of the water and wastewater line extensions to the Colonias. This over sizing effort will help the developers and the City to prepare for the possible growth in the areas around the Colonias. The cost of the line extension was considerably lowered based on a unit (cost per LUE) to each Developer. The Utilities Department is now bringing the agreement before City Council approval to collect the individual cost to oversize the lines and allocate the individual amount of LUEs as requested by each developer.		
FINANCIAL IMPACT: N/A		
COMMITTEE RECOMMENDATION: N/A		STAFF RECOMMENDATION: Approval of Motion

NOTE: This agreement is subject to City Council approval, and also constitutes a public document under the Texas Open Records Act, being subject to public inspection at any time hereafter.

STATE OF TEXAS)(

COUNTY OF WEBB)(

PARTICIPATION AGREEMENT

This contract ("Agreement") is entered into between, the City of Laredo, a municipal corporation ("City"), as party of the first part, and, as party of the second part, Hurd Urban Development, Ltd., Tanquesitos Land & Cattle Co., Ltd., a Texas Limited Partnership & 3Gs Partners, Jesse Martinez, Francisco Guerra, Sr., Francisco Guerra, Jr., Pedro I. Saenz, Jr., Richard E. Haynes and Vinateria Ranch Co., Ltd., respective owners of the eight parcels of land described in **Exhibits A-I to A-VIII, inclusive**, which eight owners are in the aggregate hereinafter collectively referred to as "Landowners."

Recitals:

A. Whereas, on May 2, 1995, the City of Laredo entered into a contract with Webb County pursuant to the Economically Distressed Areas Program in order to bring water and sewer utilities to various colonias outside the City of Laredo with various grants from the State of Texas; and

B. Whereas, pursuant to the Economically Distressed Areas Program the City of Laredo intends to construct a 12" water line and 15" sewer line and related facilities in order to provide water and sewer to colonias located on SH359 as shown on **Exhibit B**

C. Whereas, as a supplement to that contractual undertaking with the County, the City of Laredo has considered oversizing the water line to 16" and the sewer line to 24" in order to accommodate reasonably foreseeable need for water and sewer services on land abutting SH359 other than the colonias as stated, after the water line and sewer line and related facilities are constructed as shown on **Exhibit C** and **Exhibit D** and

D. Whereas, the City has invited interested landowners to participate in the cost of the oversizing in return for allocation of LUEs and the eight owners have responded to the invitation; and

E. Whereas, a Living Unit Equivalency (hereinafter referred to as "LUE") is defined as follows: A Living Unit Equivalency is a standardized measure of the consumption, use, generated, or discharge of water or wastewater attributable to a single family residential unit, calculated in accordance with generally accepted engineering and planning standards for capital improvements and facilities expansions to serve new development, as defined in the "1999 Ten and Twenty Year Capital Improvements Program For Calculation of Impact Fees". A Living Unit Equivalency is 1 single family residential living unit and the equivalency for multifamily residential unit and commercial (non residential) unit is 0.54 and 3.15 respectively.

F. Whereas, using an allocation formula attributable to the acreage of each Landowner, they are allocated a number of LUEs to that acreage, for which the average cost of same varies for each Landowner depending on the proximity of the acreage to the water line and sewer line, and the LUEs allocated to each of the Landowners and the allocated cost to each Landowner of each is shown on Exhibit E.

G. Whereas, the estimated cost of the original 12" water line and 15" sewer line to supply the colonias on SH359 is \$1,024,780 and \$1,824,556 respectively as shown on Exhibit E.

H. Whereas, the additional cost of oversizing the water line from 12" to 16" is \$1,399,176 and the sewer line from 15" to 24" is \$2,071,644 as shown on Exhibit E.

I. The part of the additional cost of oversizing that is to be borne by the Landowners is \$309,330 for water and \$556,418 for sewer as shown on Exhibit E.

Now, therefore, the parties contract as follows:

1. City will allocate water service to each of the parcels of land described in Exhibits A-I to A-VIII up to the limit of the number of LUEs allocated for each parcel as set forth in Exhibit E.

2. PAYMENT DEADLINES. Each Landowner will pay the lump sum amount specified in Exhibit E, which is based on the project engineer's cost and the estimated construction cost, to be paid within thirty (30) days from the date of this Agreement.

3. ANNEXATION. No Landowner can use any part of this allocation until such time as the parcel or portions thereof described in the relevant Exhibit A owned by him/her is annexed to the City of Laredo, unless otherwise provided by ordinance (e.g. Ordinance 87-O-163), and is platted in accordance with the requirements of the City's subdivision ordinance, provided that if the allocation does not meet the needs of the entire tract, then only that part appropriate to the allocation may be annexed. This shall not be interpreted to prohibit the use of these LUE's in unincorporated properties as provided in Section 31-3 of the City of Laredo Code of Ordinances.

4. TERM. The number of LUEs allocated to each Landowner must be utilized not later than twenty five (25) years from the date of this Agreement. Within five (5) years of the date of execution of this Agreement Landowners should apply to the City for annexation of the property subject to this Agreement whether or not the Landowner's properties are contiguous to the city limits. Upon the condition that the Landowner applies for annexation during the term of this Agreement and is denied annexation, then the term of this Agreement will automatically be extended for an additional two years.

5. LANDOWNER RESPONSIBILITIES. The Landowners understand that this contract provides only an allocation of water service up to the specified allocation of LUEs to each parcel, and neither deals with nor waives any and all costs to each Landowner of constructing the necessary utilities to the waterline to which the Landowners' respective allocation pertains, as required in the process of obtaining subdivision plat approval of the parcel or any part of it.

6. LIMITATION ON TRANSFERABILITY/ASSIGNABILITY OF LUEs. The LUEs allocated to each landowner are not transferable other than to a successor in title to the landowner of the parcel to which the LUEs are allocated in this contract. In no event are any LUEs to be assigned to other than a successive owner of the tract to which the LUEs pertain.

7. PROCEDURE. This contract pertains only to the eight tracts described in the nine exhibits called Exhibits A-I to A-VIII, incl., and at or prior to the conveyance of any tract, then the owner must notify the Director of Utilities and the Director of Planning, of the transfer, with a copy of the warranty deed and a copy of the assignment of the LUEs attributed to that tract under this contract.

8. SEPARATE AGREEMENTS. Rights and obligations of the parties are severable, not joint and severable. Landowners are not a joint venture or partnership, but rather this Agreement is to be construed as eight (8) separate agreements, i.e. separate agreement between each Landowner and the City.

9. NOT A RECORDABLE INTEREST IN REAL ESTATE. It is agreed between the parties that, under no circumstances is this contract to be acknowledged by the parties in a manner to be filed of record as a recorded document in the Official Property Records of Webb County, Texas, since the parties stipulate that any benefit or obligation set forth herein is not to be construed as a recordable interest in real estate, but is merely a contract for allocation of water service to specified acreage under the described circumstances and within the described time limitation.

10. NOTICE. Any notices required to be given herein shall be deemed to have been sufficiently given to the appropriate Party for purposes hereof if mailed by certified mail, postage prepaid, addressed as follows:

To City of Laredo:

Director, Utilities Department
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

To Adjacent Landowners:

Hurd Urban Development, Ltd.
P.O. Box 6846
San Antonio, TX 78209

Tanquesitos Land & Cattle Co., Ltd.,
a Texas Limited Partnership & 3Gs Partners
602 East Calton Road
Laredo, TX 78041

Jesse Martinez
520 S. Zapata Hwy.
P.O. Box 1405
Laredo, TX 78043

Francisco Guerra, Sr.
1808 Galveston St
Laredo, TX 78040

Francisco Guerra, Jr.
3214 Winsome Ct.
Laredo, TX 78045

Pedro I. Saenz, Jr.
P.O. Box 430501
Laredo, TX 78043-0501

Richard E. Haynes
1217 N. Seymour
Laredo, TX 78040

Vinateria Ranch Co., Ltd.,
Attn: Evan J. Quiros
5810 San Bernardo Avenue, Suite 490
Laredo, TX 78041

11. VENUE. The Parties hereto agree that this Agreement shall be enforceable in Webb County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Webb County, Texas.

12. NO VERBAL AGREEMENT; AMENDMENT. This Agreement contains all commitments and agreements of the Parties and no verbal or written commitment shall have any force or effect if not contained herein. This Agreement may not be amended except by a duly authorized writing executed by the Parties.

13. APPLICABLE LAWS. This Agreement is made subject to, and City and Adjacent Landowners agree to comply with, all applicable laws of the State of Texas and the city of Laredo, and any state agency having jurisdiction, as same may hereafter be amended.

14. INTERPRETATION. In interpreting the various provisions of this Agreement, the laws of the State of Texas shall apply.

15. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

16. CONTRACT ADMINISTRATION. This Agreement shall be administered on behalf of the City of Laredo by its Utilities Director, or his designated representatives; and on behalf of Adjacent Landowners by their respective authorized officials.

17. ENTIRE AGREEMENT. This Agreement and all referenced Exhibits represent the entire Agreement by and between the Parties except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.

SIGNED, ACCEPTED AND AGREED TO IN MULTIPLE ORIGINALS on this the
2nd day of _____, 2003, by the undersigned parties who hereby acknowledge that
they have read and understood this Agreement and all referenced Exhibits attached hereto. The
undersigned parties hereby execute this legal document voluntarily and of their own free will.

ATTEST:

Gustavo Guevara, Jr.
Gustavo Guevara, Jr.
City Secretary

"CITY"
CITY OF LAREDO

BY: Larry Dovalina
Larry Dovalina
CITY MANAGER

APPROVED AS TO FORM:

Jaime L. Flores
City Attorney

BY: Valeria M. Acevedo
Valeria M. Acevedo
Assistant City Attorney

Hurd Urban Development, Ltd.

BY: [Signature]

Tanquesitos Land & Cattle Co., Ltd.,
a Texas Limited Partnership & 3Gs Partners

BY: Jesse Martinez
President
Tanquesitos Land
& Cattle Co., Ltd.
Jesse Martinez

BY: [Signature]

Pedro I. Saenz, Jr.
Pedro I. Saenz, Jr.

Francisco Guerra, Sr.
Francisco Guerra, Sr.

Richard E. Haynes
Richard E. Haynes

Vinateria Ranch Co., Ltd.

BY: Francisco Guerra, Jr.
Francisco Guerra, Jr.

Francisco Guerra, Jr.
Francisco Guerra, Jr.

1-8

City of Laredo Oversizing Cost Tabulation A

Developers	New Proportional LUE'S		New Cost per LUE		Oversize Contribution				Grand Total with additional LUE's
	Water	Sewer	Water	Sewer	Original Estimates Water	Sewer	New Contributions Water	Sewer	
H&O Ranch**	0	152	0	\$ 75.74	\$ -	\$ -	\$ -	\$ 11,513	\$ 11,513
Tanquecitos & 3G Ranch**		151		\$ 75.74	\$ -	\$ -	\$ -	\$ 11,437	\$ 11,437
Hurd Enterpnse	55	54	\$ 137.36	\$ 136.45	\$ 8,068	\$ 10,301	\$ 7,555	\$ 7,368	\$ 4,923.24
Tanquecitos & 3G Ranch	255	250	\$ 137.36	\$ 136.46	\$ 40,822	\$ 47,691	\$ 35,026	\$ 34,115	\$ 69,140.79
Jesse Martinez	409	400	\$ 137.36	\$ 175.72	\$ 67,978	\$ 98,262	\$ 56,179	\$ 70,288	\$ 126,468.57
Francisco Guerra Jr.	51	25	\$ 137.36	\$ 117.31	\$ 8,425	\$ 4,100	\$ 7,005	\$ 2,933	\$ 9,938.08
Francisco Guerra Sr	57	28	\$ 137.36	\$ 117.31	\$ 9,436	\$ 4,592	\$ 7,829	\$ 3,285	\$ 11,114.17
Pedro Saenz	98	95	\$ 137.36	\$ 178.40	\$ 16,144	\$ 23,693	\$ 13,461	\$ 18,948	\$ 30,409.25
H&O Ranch	1021	500	\$ 137.36	\$ 178.40	\$ 169,776	\$ 124,899	\$ 140,242	\$ 89,200	\$ 229,442.63
Vaquillas Development	306	0	\$ 137.36	\$ -	\$ 298,484	\$ -	\$ 42,032	\$ -	\$ 42,031.52
Developers no longer participating in the oversizing									
Trevino	0	303**		\$ 75.74		\$ 32,083	\$ -	\$ 22,949	
Argundigui	0	0			\$ -	\$ -	\$ -	\$ -	\$ -
E.G. Ranch	1150	0	\$ 299	\$ -	\$ 343,649	\$ -	\$ -	\$ -	\$ -
	2252	1655			\$ 962,782	\$ 345,421	\$ 309,330	\$ 247,086	\$ 556,418

1-8

Project Name	Construction	Engineering	Total Cost	Total LUE's
Water Line EDAP (12"/8")	\$ 927,520	\$ 97,260	\$ 1,024,780	
Water Line Oversize 16"	\$ 1,208,725	\$ 190,451	\$ 1,399,176	
Oversize Contribution	\$ 281,205	\$ 28,125	\$ 309,330	2252
Wastewater Line EDAP 15"	\$ 1,695,626	\$ 128,930	\$ 1,824,556	
Wastewater Line Oversize 24"	\$ 1,912,549	\$ 159,095	\$ 2,071,644	
Oversize Contribution	\$ 216,923	\$ 30,165	\$ 247,088	1655
			\$ 556,418	

These are the original engineering cost estimates that were used to received commitments from all participants.

All oversize prices are estimated until both projects are completed and accepted by the City Council.
 Additional LUE's purchased from Trevino Tract**

EXHIBIT E

RFI 1-9

COUNCIL COMMUNICATION

DATE: 8/16/04	SUBJECT: MOTION Authorizing the City Manager to sell the excess capacity from the over sized Colonias sewer line in the form of Living Unit Equivalency (LUEs). The provisions for sewer are made available though the over sizing of the wastewater line extensions for the Colonias Project on SH 359 and the Texas Mexican Rail Road Right of Way. The monies collected from the sale of the LUE's will be transferred back into the Colonias fund to cover additional expenses in the project (Acc# 451-0000-373-2050).	
INITIATED BY: Larry Dovalina, City Manager		STAFF SOURCE: Pablo G. Martinez, Engineering Manager
PREVIOUS COUNCIL ACTION: Colonias over size agreement was approved by City Council on October 20, 2003.		
BACKGROUND: The City of Laredo Utilities Department sees the opportunity to sell the City owned excess capacity from the over sized Colonias sewer line in the form of Living Unit Equivalency (LUEs). The provisions for sewer are made available though the over sizing of the wastewater line extensions for the Colonias Project on SH 359 and the Texas Mexican Rail Road Right of Way. The monies collected from the sell of the LUE's will be transferred back into the Colonias fund to cover additional expenses in the project. The City of Laredo Utilities Department owns approximately 1000 LUE's and is requesting authorization to sell 400 LUE's at a cost of \$75.74 per LUE for a total amount of \$30,296.00 19		
FINANCIAL IMPACT: N/A		
COMMITTEE RECOMMENDATION: N/A		STAFF RECOMMENDATION: Approval of Motion

RFI 1-10

COUNCIL COMMUNICATION

DATE: 12/03/07	SUBJECT: MOTION Authorizing the City Manager to sell excess water and sewer capacity from the over-sizing effort of the Colonias project in the form of Living Unit Equivalency (LUE) in the amount of \$315.00 per LUE. The provisions for sewer are made available through the over sizing of the water and wastewater line extensions for the Colonias Project on Mines Road. The funds received from the sale of the individual LUE's will be transferred back into the Colonias fund to cover additional expenses in the project.	
INITIATED BY: Jesus M. Olivares, Assistant City Manager		STAFF SOURCE: Tomas M. Rodriguez, Jr., P.E., Utilities Director
PREVIOUS COUNCIL ACTION: None		
BACKGROUND: <p>Original calculations of the LUE costs were estimated to be approximately \$605.00 per LUE equivalent to the over sizing sewer of \$90.00 per LUE and \$515.00 LUE per oversized water. These costs have been shown to be prohibitive in the progression of effective development in this area and staff is recommending that the original cost calculation of \$178.00 sewer and \$137.00 water equaling \$315.00 per LUE charged for the oversizing of water and wastewater lines on Hwy. 359 be used in substitution for the original calculation.</p> <p>A living unit equivalency is a system specific calculation of the water and sewer demand for each meter size projected to be developed or installed for a specific density land development. The City of Laredo has determined that a LUE is equal to 2.7 persons or 0.67 gallons per minute. This process is a means of estimated through projected acres of development the demand of water and sewer service will have on the City's water and sewer system.</p>		
FINANCIAL IMPACT: Funds to be collected under revenue account 451-0000-373-2050		
COMMITTEE RECOMMENDATION: None		STAFF RECOMMENDATION: Approve Motion

COUNCIL COMMUNICATION

DATE: 2/22/11	SUBJECT: Final Reading of Ordinance no. 2011-O-019 Authorizing the City Manager to allow Utilities Department to sell LUEs (Living Unit Equivalency) to future landowners that did not participate on the over sizing of both the water and wastewater line extensions to serve the Colonias Project on Mines Road, SH 359 and on the Kansas City Southern Rail Road Right of Way; as a condition of, and requirement for platting any lot that will benefit from these oversized lines. The cost for an LUE approved by City Council was \$178.00 for sewer and \$137.00 for water, Utilities Department recommends increasing the cost per LUE adding the cost of living index from 2000 to the present at a rate of 2% per year. Any lot greater than one acre shall have a requirement of 3.85 LUEs per acre. Fees Collected will be transferred into the Colonias fund to cover additional expenses.	
INITIATED BY: Jesus M. Olivares, Assistant City Manager	STAFF SOURCE: Tomas M. Rodriguez, Jr., P.E., Utilities Director	
PREVIOUS COUNCIL ACTION: Public Hearing and introduction of ordinance amending Colonias Project and water fund annual budget 2002-2003 on 4/21/03. City Council approved Ordinance 2003-O-101 amending Colonias Project and water fund annual budget 2002-2003 on 5/5/03. City Council authorized the City Manager to execute an agreement on 10/20/03 in the form of Living Unit Equivalency (LUEs). City Council authorized the City Manager to sell excess capacity from the oversized sanitary sewer line on 8/16/04. City Council authorized the City Manager to sell excess water and sewer capacity from the oversize lines on 12/03/07. City Council amended the 2003 LUE Participation agreement to extend the annexation term on 12/20/10. Public hearing and introduction of ordinance amending wastewater annual budget for FY2010-2011 on January 18, 2011.		
BACKGROUND: The City of Laredo Utilities department invited the development community on SH359 area to joint efforts in the over sizing of the water and wastewater line extensions to the Colonias. This oversized effort helped the developers and the City of Laredo to prepare the possible growth in the areas around the Colonias. The city of Laredo Utilities Department collected the respective fees from all the Landowner's that requested the oversized water and wastewater line extensions. The City of Laredo purchased LUEs as well. The City of Laredo Utilities Department has received requests from several property owners that did not purchase LUEs in the year 2000. As a condition and requirement for platting any lot that will benefit from these oversized lines Utilities Department will sell LUEs to those property owners. The cost per LUE approved by City Council was \$178.00 for wastewater and \$137.00 for water; Utilities Department recommends increasing the cost per LUE adding the cost of living index from 2000 to the present at a rate of 2% per year/ Lots greater than one acre would have a requirement of 3.85 LUEs per acre.		
FINANCIAL IMPACT: Funding was available from Sewer Revenue Bond Acct. No. 559-4283-538-0363 Sewer Rehabilitation. Fees collected will be allocated on the Sewer Revenue Account # 559-0000-373-20-50.		
COMMITTEE RECOMMENDATION: Operations Committee Finance Committee		STAFF RECOMMENDATION: Staff recommends approval of ordinance.

2011-0-019

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ORDINANCE NO. 2011-O-019

Authorizing the City Manager to allow Utilities Department to sell LUEs (Living Unit Equivalency) to future landowners that did not participate on the oversizing of both the water and wastewater line extensions to serve the Colonias Project on Mines Road, SH 359 and on the Texas Mexican Rail Road Right of Way; as a condition of, and requirement for platting any lot that will benefit from these oversized lines. The cost for an LUE approved by City Council was \$178.00 for sewer and \$137.00 for water, Utilities Department recommends increasing the cost per LUE adding the cost of living index from 2000 to the present at a rate of 2% per year. Any lot greater than one acre shall have a requirement of 3.85 LUEs per acre. Fees Collected will be transfer into the Colonias fund to cover additional expenses.

WHEREAS, the Utilities Department staff coordinated with owners of land and their consultants engineers the oversizing the waterline along Mines Road and SH 359 and the oversizing of the sanitary sewer line along the Texas Mexican Rail Road Right of Way as part of the Colonia Project that ultimately will serve their future development.

WHEREAS, Hurd Urban Development, Ltd.; Tanquecitos Land & Cattle Co., Ltd. a Texas Limited Partnership & 3Gs Partners; Jesse Martínez, Francisco Guerra Jr., Francisco Guerra Sr., Pedro I. Saenz Jr., Richard Haynes, and Vinateria Ranch Co., Ltd. have paid to the City of Laredo for the LUEs fees requested at the time of the construction of the oversized lines as shown on Exhibit "A".

WHEREAS, the Texas Water Development Board approved the over-sizing of the water and sewer lines and agreed to fund the difference to cover the total cost of the projects.

WHEREAS, the City Council approved the sell of extra capacity from the over-sizing effort of the Colonias project in the amount of \$315.00 per LUE.

WHEREAS, future property owners that didn't participate on the oversizing of the water and sewer lines and as a condition of, and requirement for platting any lot that will benefit from these oversized lines shall pay the City for their capacity.

WHEREAS, the City of Laredo Utilities Department recommends increasing the cost per LUE adding the cost of living index from 2000 to the present at a rate of 2% per year.


WHEREAS, Any lot greater than one acre shall have a requirement of 3.85 LUEs per acre.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:


Section 1: The City Manager authorize Utilities department to increase the cost per LUE at a rate of 2% per year.

Section 2: The Ordinance shall become effective upon passage thereof.

PASSED AND APPROVED THIS 22nd DAY OF February, 2011.


RAUL SALINAS
MAYOR

ATTEST:


GUSTAVO GUEVARA
CITY SECRETARY



APPROVED AS TO FORM

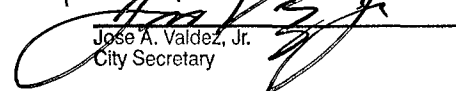
VALERIA M. ACEVEDO
ASSISTANT CITY ATTORNEY

By: 
RAUL CASSO
CITY ATTORNEY

STATE OF TEXAS
COUNTY OF WEBB
CITY OF LAREDO

I, Jose A. Valdez, Jr., City Secretary for this City of Laredo, Texas do hereby certify that the above and foregoing is a true and correct copy of Ordinance 2011-0-019 of the City of Laredo, Texas

WITNESS MY HAND AND THE CORPORATE SEAL OF THE CITY OF LAREDO, TEXAS, ON THIS THE 27 DAY OF September, 2011.


Jose A. Valdez, Jr.
City Secretary

COUNCIL COMMUNICATION

DATE: 2/22/11	SUBJECT: Final Reading of Ordinance no. 2011-O-019 Authorizing the City Manager to allow Utilities Department to sell LUEs (Living Unit Equivalency) to future landowners that did not participate on the over sizing of both the water and wastewater line extensions to serve the Colonias Project on Mines Road, SH 359 and on the Kansas City Southern Rail Road Right of Way; as a condition of, and requirement for platting any lot that will benefit from these oversized lines. The cost for an LUE approved by City Council was \$178.00 for sewer and \$137.00 for water, Utilities Department recommends increasing the cost per LUE adding the cost of living index from 2000 to the present at a rate of 2% per year. Any lot greater than one acre shall have a requirement of 3.85 LUEs per acre. Fees Collected will be transferred into the Colonias fund to cover additional expenses.
INITIATED BY: Jesus M. Olivares, Assistant City Manager	STAFF SOURCE: Tomas M. Rodriguez, Jr., P.E., Utilities Director
PREVIOUS COUNCIL ACTION: Public Hearing and introduction of ordinance amending Colonias Project and water fund annual budget 2002-2003 on 4/21/03. City Council approved Ordinance 2003-O-101 amending Colonias Project and water fund annual budget 2002-2003 on 5/5/03. City Council authorized the City Manager to execute an agreement on 10/20/03 in the form of Living Unit Equivalency (LUEs). City Council authorized the City Manager to sell excess capacity from the oversized sanitary sewer line on 8/16/04. City Council authorized the City Manager to sell excess water and sewer capacity from the oversize lines on 12/03/07. City Council amended the 2003 LUE Participation agreement to extend the annexation term on 12/20/10. Public hearing and introduction of ordinance amending wastewater annual budget for FY2010-2011 on January 18, 2011. Final Reading of Ordinance 2011-O-009 on February 7, 2011. Public Hearing and introduction of Ordinance to sale LUEs to property owners that didn't participate on the oversize of water and sewer lines for the SH359 and Mines Road Area on February 7, 2011.	
BACKGROUND: The City of Laredo Utilities department invited the development community on SH359 area to joint efforts in the over sizing of the water and wastewater line extensions to the Colonias. This oversized effort helped the developers and the City of Laredo to prepare the possible growth in the areas around the Colonias. The city of Laredo Utilities Department collected the respective fees from all the Landowner's that requested the oversized water and wastewater line extensions. The City of Laredo purchased LUEs as well. The City of Laredo Utilities Department has received requests from several property owners that did not purchase LUEs in the year 2000. As a condition and requirement for platting any lot that will benefit from these oversized lines Utilities Department will sell LUEs to those property owners. The cost per LUE approved by City Council was \$178.00 for wastewater and \$137.00 for water; Utilities Department recommends increasing the cost per LUE adding the cost of living index from 2000 to the present at a rate of 2% per year/ Lots greater than one acre would have a requirement of 3.85 LUEs per acre.	
FINANCIAL IMPACT: Fees collected will be allocated on the Water Revenue Account 557-0000-373-2050 & the Sewer Revenue Account # 559-0000-373-20-50.	
COMMITTEE RECOMMENDATION: Operations Committee Finance Committee	STAFF RECOMMENDATION: Staff recommends approval of ordinance.

City of Laredo Oversizing Cost Tabulation A

					Oversize Contribution				Grand Total
Developers	New Proportional LUE'S		New Cost per LUE		Original Estimates		New Contributions		with additional LUE's
	Water	Sewer	Water	Sewer	Water	Sewer	Water	Sewer	
H&O Ranch**	0	152	0	\$ 75.74	\$ -	\$ -	\$ -	\$ 11,513	\$ 11,513
Tanquecitos & 3G Ranch**		151		\$ 75.74	\$ -	\$ -	\$ -	\$ 11,437	\$ 11,437
Hurd Enterprise	55	54	\$ 137.36	\$ 136.45	\$ 8,068	\$ 10,301	\$ 7,555	\$ 7,368	\$ 14,923.24
Tanquecitos & 3G Ranch	255	250	\$ 137.36	\$ 136.46	\$ 40,822	\$ 47,691	\$ 35,026	\$ 34,115	\$ 69,140.79
Jesse Martinez	409	400	\$ 137.36	\$ 175.72	\$ 87,978	\$ 98,262	\$ 58,179	\$ 70,288	\$ 126,468.57
Francisco Guerra Jr.	51	25	\$ 137.36	\$ 117.31	\$ 8,425	\$ 4,100	\$ 7,005	\$ 2,933	\$ 9,938.08
Francisco Guerra Sr.	57	28	\$ 137.36	\$ 117.31	\$ 9,436	\$ 4,592	\$ 7,829	\$ 3,285	\$ 11,114.17
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Vaquillas Development	306	0	\$ 137.36	\$ -	\$ 298,484	\$ -	\$ 42,032	\$ -	\$ 42,031.52
Developers no longer participating in the oversizing									
Trevino	0	303**		\$ 75.74		\$ 32,083	\$ -	\$ 22,949	
Arguindigui	0	0			\$ -	\$ -	\$ -	\$ -	\$ -
E.G. Ranch	1150	0	\$ 299	\$ -	\$ 343,649	\$ -	\$ -	\$ -	\$ -
	2252	1655			\$ 962,782	\$ 345,421	\$ 309,330	\$ 247,086	\$ 556,418

Project Name	Construction	Engineering	Total Cost	Total LUE's
Water Line EDAP (12"/8")	\$ 927,520	\$ 97,260	\$ 1,024,780	
Water Line Oversize 16"	\$ 1,208,725	\$ 190,451	\$ 1,399,176	
Oversize Contribution	\$ 281,205	\$ 28,125	\$ 309,330	2252
Wastewater Line EDAP 15"	\$ 1,695,626	\$ 128,930	\$ 1,824,556	
Wastewater Line Oversize 24"	\$ 1,912,549	\$ 159,095	\$ 2,071,644	
Oversize Contribution	\$ 216,923	\$ 30,165	\$ 247,088	1655
			\$ 556,418	

These are the original engineering cost estimates that were used to received commitments from all participants.

All oversize prices are estimated until both projects are completed and accepted by the City Council.
Additional LUE's purchased from Trevino Tract**

EXHIBIT A

Oct 20, 2003

COUNCIL COMMUNICATION

DATE: 2/22/11	SUBJECT: Final Reading of Ordinance no. 2011-O-018 Authorizing the acceptance of the 10" and 15" sanitary sewer over-sizing main for Old Milwaukee on SH359 that consist of 3,592 feet of 10" sanitary sewer line and 3,610 feet of 15" sanitary sewer line and authorizing the Utilities Department to charge \$51.00/gallon per minute (GPM) as calculated on the exhibit "A". The existing and remaining capacity was calculated for the sewer outfall as shown on Exhibit "F". The fees will be implemented to the property owners shown on Exhibit "F" for the service area shown on Exhibit "G" for a total cost of \$150,246.00, for their share of the oversized sanitary sewer main. Texas Water Development Board (TWDB) accepted the improvements. The TWDB paid for the cost equivalent to an 8" sanitary sewer main, some property owners as shown on Exhibit "E" paid for the cost equivalent to a 10" and 12" sanitary sewer main and the City paid for the cost equivalent to a 15" sanitary sewer main. Funding for the City's share of the construction for the 15" sanitary sewer line was available in the 2009 Sewer Revenue Bond which will be reimbursed by the revenues generated by the fees of \$51.00/GPM
INITIATED BY: Jesus M. Olivares, Assistant City Manager	STAFF SOURCE: Tomas M. Rodriguez, Jr., P.E., Utilities Director
PREVIOUS COUNCIL ACTION: Council rescinded the construction contract to J. Solis Maintenance and awarded the contract to Ramos Industries on 5/15/06. Council approved change order #1 on 11/20/06. Council awarded the contract to Jimmy Closner & Sons on January 2, 2007. Introduction of Ordinance on 6/4/07. Final reading of Ordinance 2007-O-101 on 6/18/07. Council approved change order #1 on 3/10/08. Council approved change order #2 on 3/2/09. Council approved change order #3 on 7/6/09. Council approved change order #4 on 9/8/09. Council approved change order #5 on 12/7/09. Council approved final change order, release of retainage and acceptance of the project on 2/6/10. Public hearing and introduction of ordinance amending wastewater annual budget for FY2010-2011 on January 18, 2011. Final Reading of Ordinance 2011-O-009 on February 7, 2011. Introduction of Ordinance authorizing the City Manager to allow utilities Department to collect \$51.00/GPM for the 15" Sanitary Sewer Outfall south of Old Milwaukee on February 7, 2011.	
BACKGROUND: The consultant HNTB and Crane Engineering designed the Colonia Old Milwaukee as part of the sanitary sewer collector and the outfall respectively a proposed 8" sanitary sewer line with a total construction cost of \$262,316.95 (EDAP ELIGIBLE). The City of Laredo Utilities Department staff coordinated with owners of land and their consultant engineers the oversizing of the sanitary sewer line as part of the Colonia project that ultimately will serve their future development. The Utilities Department Staff calculated the total existing and remaining capacity and the cost in gallons per minute of the 15"diameter sanitary sewer outfall as shown on Exhibit "F" to serve the Colonia and their tract(s) of land as shown on Exhibit "G" where 3,592 feet of 10" sanitary sewer line were constructed along Center Road and 3,610 feet of 15" sanitary sewer line were constructed for the sanitary sewer outfall. The City made the payment to oversize the sanitary sewer lines and collected and reserved the capacity from some of the developers as indicated on Exhibit "E". The Utilities Department Staff will collect \$51.00/GPM as shown on Exhibit "A" to property owners shown on Exhibit "F" that did not participate on the oversize of the 15" sewer outfall.	
FINANCIAL IMPACT: Funding was available from Sewer Revenue Bond Acct. No. 559-4283-538-0363 Sewer Rehabilitation. Fees collected will be allocated to Sewer Revenue Account # 559-0000-373-20-50.	
COMMITTEE RECOMMENDATION: Operations Committee Finance Committee	STAFF RECOMMENDATION: Staff recommends approval of ordinance

EXHIBIT "G"
15" Colonia Oversized Sewer Line

15" LINE 'A'

15" LINE 'B'

TX HIGHWAY 359

CITY OF SAN DIEGO LANDFILL
200 AC (APPROX)

LEGEND
--- PROPOSED IMPROVEMENTS

15" ACRES

N
E
S
W

SCALE 1" = 150'

LAS MISIONES

J. MARTINEZ

OLD MILWAUKEE WEST

WARD

J. MTZ

WARD

E.G. RANCH, LTD.

OLD MILWAUKEE EAST

RANCHO TRACT
30 ACRES

CARRASCO TRACT
30 ACRES

POMA 15 ACRES

7.41 ACRES
JOSE MARTINEZ
TRACTS BANCHE

KEY ENERGY
GOLF COAST
22.38 ACRES

15.17 ACRES

15.11 ACRES

THE S. SANDRA
INVESTMENT CO.
30 ACRES

BORRERTOWN
PEASANTMARKET

E.G. RANCH, LTD.
20 ACRES

LEOPOLDO AYALA &
MARIA LUISA AYALA

JOSE M. AZOR
VOL. 578, P. 10
W/2.34 AC

U.S.D.
10 ACRES

E.G. RANCH
80 ACRES

E.G. RANCH
100 ACRES

E.G. RANCH
100 ACRES

E.G. RANCH
73 ACRES

E.G. RANCH
111 ACRES

CAMPO REAL SUBDIVISION

CAMPO REAL SUBDIVISION

LEGEND

PROPOSED IMPROVEMENTS

COUNCIL COMMUNICATION

DATE: 2/7/11	SUBJECT: Public hearing and introduction of Ordinance Authorizing the City Manager to allow Utilities Department to sell LUEs (Living Unit Equivalency) to future landowners that did not participate on the oversizing of both the water and wastewater line extensions to serve the Colonias Project on Mines Road, SH 359 and on the Kansas City Southern Rail Road Right of Way; as a condition of, and requirement for platting any lot that will benefit from these oversized lines. The cost for an LUE approved by City Council was \$178.00 for sewer and \$137.00 for water, Utilities Department recommends increasing the cost per LUE adding the cost of living index from 2000 to the present at a rate of 2% per year. Any lot greater than one acre shall have a requirement of 3.85 LUEs per acre. Fees Collected will be transferred into the Colonias fund to cover additional expenses
INITIATED BY: Jesus M. Olivares, Assistant City Manager	STAFF SOURCE: Tomas M. Rodriguez, Jr., P.E., Utilities Director
PREVIOUS COUNCIL ACTION: Public Hearing and introduction of ordinance amending Colonias Project and water fund annual budget 2002-2003 on 4/21/03. City Council approved Ordinance 2003-O-101 amending Colonias Project and water fund annual budget 2002-2003 on 5/5/03. City Council authorized the City Manager to execute an agreement on 10/20/03 in the form of Living Unit Equivalency (LUEs). City Council authorized the City Manager to sell excess capacity from the oversized sanitary sewer line on 8/16/04. City Council authorized the City Manager to sell excess water and sewer capacity from the oversize lines on 12/03/07. City Council amended the 2003 LUE Participation agreement to extend the annexation term on 12/20/10. Public hearing and introduction of ordinance amending wastewater annual budget for FY2010-2011 on January 18, 2011.	
BACKGROUND: The City of Laredo Utilities department invited the development community on SH359 area to joint efforts in the oversizing of the water and wastewater line extensions to the Colonias. This oversized effort helped the developers and the City of Laredo to prepare the possible growth in the areas around the Colonias. The city of Laredo Utilities Department collected the respective fees from all the Landowner's that requested the oversized water and wastewater line extensions. The City of Laredo purchased LUEs as well. The City of Laredo Utilities Department has received requests from several property owners that did not purchase LUEs in the year 2000. As a condition and requirement for platting any lot that will benefit from these oversized lines Utilities Department will sell LUEs to those property owners. The cost per LUE approved by City Council was \$178.00 for wastewater and \$137.00 for water; Utilities Department recommends increasing the cost per LUE adding the cost of living index from 2000 to the present at a rate of 2% per year/ Lots greater than one acre would have a requirement of 3.85 LUEs per acre.	
FINANCIAL IMPACT: Funding was available from Sewer Revenue Bond Acct. No. 559-4283-538-0363 Sewer Rehabilitation. Fees collected will be allocated on the Colonias Project Account # 559-0000-373-20-50.	
COMMITTEE RECOMMENDATION: Operations Committee Finance Committee	STAFF RECOMMENDATION: Staff recommends approval of ordinance.

ORDINANCE NO. _____

Authorizing the City Manager to allow Utilities Department to sell LUEs (Living Unit Equivalency) to future landowners that did not participate on the oversizing of both the water and wastewater line extensions to serve the Colonias Project on Mines Road, SH 359 and on the Texas Mexican Rail Road Right of Way; as a condition of, and requirement for platting any lot that will benefit from these oversized lines. The cost for an LUE approved by City Council was \$178.00 for sewer and \$137.00 for water, Utilities Department recommends increasing the cost per LUE adding the cost of living index from 2000 to the present at a rate of 2% per year. Any lot greater than one acre shall have a requirement of 3.85 LUEs per acre. Fees Collected will be transfer into the Colonias fund to cover additional expenses.

WHEREAS, the Utilities Department staff coordinated with owners of land and their consultants engineers the oversizing the waterline along Mines Road and SH 359 and the oversizing of the sanitary sewer line along the Texas Mexican Rail Road Right of Way as part of the Colonia Project that ultimately will serve their future development

WHEREAS, Hurd Urban Development, Ltd ; Tanquecitos Land & Cattle Co., Ltd a Texas Limited Partnership & 3Gs Partners; Jesse Martínez, Francisco Guerra Jr , Francisco Guerra Sr , Pedro I. Saenz Jr., Richard Haynes, and Vinateria Ranch Co , Ltd. have paid to the City of Laredo for the LUEs fees requested at the time of the construction of the oversized lines as shown on Exhibit "A"

WHEREAS, the Texas Water Development Board approved the over-sizing of the water and sewer lines and agreed to fund the difference to cover the total cost of the projects

WHEREAS, the City Council approved the sell of extra capacity from the over-sizing effort of the Colonias project in the amount of \$315.00 per LUE.

WHEREAS, future property owners that didn't participate on the oversizing of the water and sewer lines and as a condition of, and requirement for platting any lot that will benefit from these oversized lines shall pay the City for their capacity.

WHEREAS, the City of Laredo Utilities Department recommends increasing the cost per LUE adding the cost of living index from 2000 to the present at a rate of 2% per year.

WHEREAS, Any lot greater than one acre shall have a requirement of 3.85 LUEs per acre.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1 The City Manager authorize Utilities department to increase the cost per LUE at a rate of 2% per year.

Section 2 The Ordinance shall become effective upon passage thereof.

PASSED AND APPROVED THIS ____ DAY OF _____, 2011

RAUL SALINAS
MAYOR

ATTEST

GUSTAVO GUEVARA
CITY SECRETARY

APPROVED AS TO FORM

VALERIA M. ACEVEDO
ASSISTANT CITY ATTORNEY

By Valeria M. Acevedo
RAUL CASSO
CITY ATTORNEY

Exhibit "A"

NOTE: This agreement is subject to City Council approval, and also constitutes a public document under the Texas Open Records Act, being subject to public inspection at any time hereafter.

STATE OF TEXAS)(

COUNTY OF WEBB)(

PARTICIPATION AGREEMENT

This contract ("Agreement") is entered into between, the City of Laredo, a municipal corporation ("City"), as party of the first part, and, as party of the second part, Hurd Urban Development, Ltd., Tanquesitos Land & Cattle Co., Ltd., a Texas Limited Partnership & 3Gs Partners, Jesse Martinez, Francisco Guerra, Sr., Francisco Guerra, Jr., Pedro I Saenz, Jr., Richard E. Haynes and Vinateria Ranch Co., Ltd., respective owners of the eight parcels of land described in **Exhibits A-I to A-VIII, inclusive**, which eight owners are in the aggregate hereinafter collectively referred to as "Landowners."

Recitals:

A. Whereas, on May 2, 1995, the City of Laredo entered into a contract with Webb County pursuant to the Economically Distressed Areas Program in order to bring water and sewer utilities to various colonias outside the City of Laredo with various grants from the State of Texas; and

B. Whereas, pursuant to the Economically Distressed Areas Program the City of Laredo intends to construct a 12" water line and 15" sewer line and related facilities in order to provide water and sewer to colonias located on SH359 as shown on **Exhibit B**

C. Whereas, as a supplement to that contractual undertaking with the County, the City of Laredo has considered oversizing the water line to 16" and the sewer line to 24" in order to accommodate reasonably foreseeable need for water and sewer services on land abutting SH359 other than the colonias as stated, after the water line and sewer line and related facilities are constructed as shown on **Exhibit C** and **Exhibit D** and

D. Whereas, the City has invited interested landowners to participate in the cost of the oversizing in return for allocation of LUEs and the eight owners have responded to the invitation; and

E. Whereas, a Living Unit Equivalency (hereinafter referred to as "LUE") is defined as follows: A Living Unit Equivalency is a standardized measure of the consumption, use, generated, or discharge of water or wastewater attributable to a single family residential unit, calculated in accordance with generally accepted engineering and planning standards for capital improvements and facilities expansions to serve new development, as defined in the "1999 Ten and Twenty Year Capital Improvements Program For Calculation of Impact Fees". A Living Unit Equivalency is 1 single family residential living unit and the equivalency for multifamily residential unit and commercial (non residential) unit is 0.54 and 3.15 respectively.

F. Whereas, using an allocation formula attributable to the acreage of each Landowner, they are allocated a number of LUEs to that acreage, for which the average cost of same varies for each Landowner depending on the proximity of the acreage to the water line and sewer line, and the LUEs allocated to each of the Landowners and the allocated cost to each Landowner of each is shown on **Exhibit E**.

G. Whereas, the estimated cost of the original 12" water line and 15" sewer line to supply the colonias on SI1359 is \$1,024,780 and \$1,824,556 respectively as shown on **Exhibit E**.

H. Whereas, the additional cost of oversizing the water line from 12" to 16" is \$1,399,176 and the sewer line from 15" to 24" is \$2,071,644 as shown on **Exhibit E**.

I. The part of the additional cost of oversizing that is to be borne by the Landowners is \$309,330 for water and \$556,418 for sewer as shown on **Exhibit E**.

Now, therefore, the parties contract as follows:

1. City will allocate water service to each of the parcels of land described in **Exhibits A-I to A-VIII** up to the limit of the number of LUEs allocated for each parcel as set forth in **Exhibit E**.
2. **PAYMENT DEADLINES.** Each Landowner will pay the lump sum amount specified in **Exhibit E**, which is based on the project engineer's cost and the estimated construction cost, to be paid within thirty (30) days from the date of this Agreement.
3. **ANNEXATION.** No Landowner can use any part of this allocation until such time as the parcel or portions thereof described in the relevant **Exhibit A** owned by him/her is annexed to the City of Laredo, unless otherwise provided by ordinance (e.g. Ordinance 87-O-163), and is platted in accordance with the requirements of the City's subdivision ordinance, provided that if the allocation does not meet the needs of the entire tract, then only that part appropriate to the allocation may be annexed. This shall not be interpreted to prohibit the use of these LUE's in unincorporated properties as provided in Section 31-3 of the City of Laredo Code of Ordinances.
4. **TERM.** The number of LUEs allocated to each Landowner must be utilized not later than twenty five (25) years from the date of this Agreement. Within five (5) years of the date of execution of this Agreement Landowners should apply to the City for annexation of the property subject to this Agreement whether or not the Landowner's properties are contiguous to the city limits. Upon the condition that the Landowner applies for annexation during the term of this Agreement and is denied annexation, then the term of this Agreement will automatically be extended for an additional two years.
5. **LANDOWNER RESPONSIBILITIES.** The Landowners understand that this contract provides only an allocation of water service up to the specified allocation of LUEs to each parcel, and neither deals with nor waives any and all costs to each Landowner of constructing the necessary utilities to the waterline to which the Landowners' respective allocation pertains as required in the process of obtaining subdivision plat approval of the parcel or any part of it.

6. LIMITATION ON TRANSFERABILITY/ASSIGNABILITY OF LUEs. The LUEs allocated to each landowner are not transferable other than to a successor in title to the landowner of the parcel to which the LUEs are allocated in this contract. In no event are any LUEs to be assigned to other than a successive owner of the tract to which the LUEs pertain.

7. PROCEDURE. This contract pertains only to the eight tracts described in the nine exhibits called Exhibits A-I to A-VIII, incl., and at or prior to the conveyance of any tract, then the owner must notify the Director of Utilities and the Director of Planning, of the transfer, with a copy of the warranty deed and a copy of the assignment of the LUEs attributed to that tract under this contract.

8. SEPARATE AGREEMENTS. Rights and obligations of the parties are severable, not joint and severable. Landowners are not a joint venture or partnership, but rather this Agreement is to be construed as eight (8) separate agreements, i.e. separate agreement between each Landowner and the City.

9. NOT A RECORDABLE INTEREST IN REAL ESTATE. It is agreed between the parties that, under no circumstances is this contract to be acknowledged by the parties in a manner to be filed of record as a recorded document in the Official Property Records of Webb County, Texas, since the parties stipulate that any benefit or obligation set forth herein is not to be construed as a recordable interest in real estate, but is merely a contract for allocation of water service to specified acreage under the described circumstances and within the described time limitation.

10. NOTICE. Any notices required to be given herein shall be deemed to have been sufficiently given to the appropriate Party for purposes hereof if mailed by certified mail, postage prepaid, addressed as follows:

To City of Laredo:

Director, Utilities Department
City of Laredo
P.O. Box 579
Laredo, Texas 78042-0579

To Adjacent Landowners:

Hurd Urban Development, Ltd.
P.O. Box 6846
San Antonio, TX 78209

Tanquesitos Land & Cattle Co., Ltd.,
a Texas Limited Partnership & 3Gs Partners
602 East Calton Road
Laredo, TX 78041

Jesse Martinez
520 S. Zapata Hwy.
P.O. Box 1405
Laredo, TX 78043

Francisco Guerra, Sr.
1808 Galveston St.
Laredo, TX 78040

Francisco Guerra, Jr.
3214 Winsome Ct.
Laredo, TX 78045

Pedro I. Saenz, Jr.
P.O. Box 430501
Laredo, TX 78043-0501

Richard E. Haynes
1217 N. Seymour
Laredo, TX 78040

Vinateria Ranch Co., Ltd.,
Attn: Evan J. Quiros
5810 San Bernardo Avenue, Suite 490
Laredo, TX 78041

11. VENUE. The Parties hereto agree that this Agreement shall be enforceable in Webb County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Webb County, Texas.

12. NO VERBAL AGREEMENT; AMENDMENT. This Agreement contains all commitments and agreements of the Parties and no verbal or written commitment shall have any force or effect if not contained herein. This Agreement may not be amended except by a duly authorized writing executed by the Parties.

13. APPLICABLE LAWS. This Agreement is made subject to, and City and Adjacent Landowners agree to comply with, all applicable laws of the State of Texas and the city of Laredo, and any state agency having jurisdiction, as same may hereafter be amended.

14. INTERPRETATION. In interpreting the various provisions of this Agreement, the laws of the State of Texas shall apply.

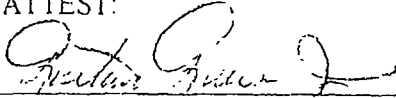
15. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

16. CONTRACT ADMINISTRATION. This Agreement shall be administered on behalf of the City of Laredo by its Utilities Director, or his designated representatives; and on behalf of Adjacent Landowners by their respective authorized officials.

17. ENTIRE AGREEMENT. This Agreement and all referenced Exhibits represent the entire Agreement by and between the Parties except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.

SIGNED, ACCEPTED AND AGREED TO IN MULTIPLE ORIGINALS on this the 20th day of October, 2003, by the undersigned parties who hereby acknowledge that they have read and understood this Agreement and all referenced Exhibits attached hereto. The undersigned parties hereby execute this legal document voluntarily and of their own free will.

ATTEST:

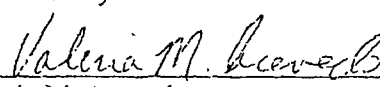

Gustavo Guevara, Jr.
City Secretary

"CITY"
CITY OF LAREDO

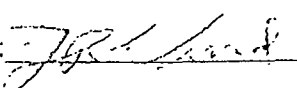
BY: 
Larry DeValina
CITY MANAGER

APPROVED AS TO FORM:

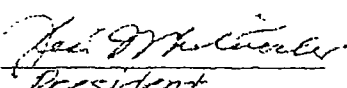
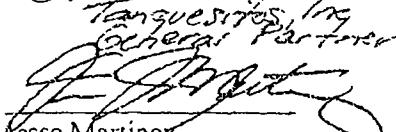
Jaime L. Flores
City Attorney

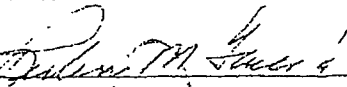
BY: 
Valeria M. Acevedo
Assistant City Attorney

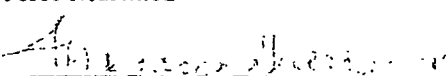
Hurd Urban Development, Ltd.

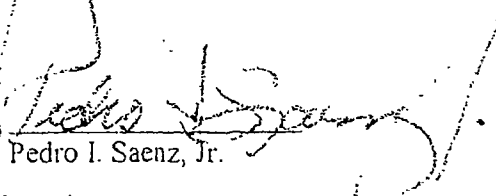
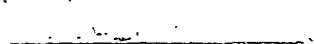
BY: 

Tanquesitos Land & Cattle Co., Ltd.,
a Texas Limited Partnership & 3Gs Partners

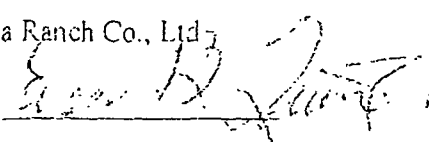
BY: 
President,
Tanquesitos, Inc.
General Partner

Jesse Martinez

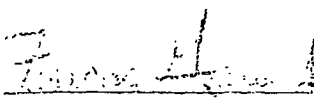
BY: 
Ruben M. Saez


Francisco Guerra, Sr.


Pedro I. Saez, Jr.

Richard E. Haynes

Vinateria Ranch Co., Ltd.

BY: 


Francisco Guerra, Jr.

CITY OF LAREDO

Water Utilities Department



4002 N. Bartlett
P.O. Box 2950

Laredo, Texas 78044-2950
Tel. (210) 795-2600
Fax (210) 795-2605

February 9, 1998

All Engineers, Planners, Surveyors, Contractors, Subcontractors

RE: WATER AND SANITARY SEWER LINE TESTING

To whom it may concern:

The first draft of the standard specifications for water and sewer lines has been completed and is enclosed. I thank you for your cooperation and patience during the development of the document. I would like to take this opportunity to simplify and clarify our requirements for testing on new mains.

Prior to final construction approval of new lines the Utilities Inspector must perform a series of tests and a final visual inspection. The inspector then submits his report to the Utilities Engineer who recommends the approval of the project to City Engineering.

For the inspector to perform his inspection, the contractor must provide all necessary equipment, material, and labor assistance to perform the line testing. This is a new provision since up to now the Utilities inspectors have been performing the line testing.

Beginning on March 1, 1998 all contractors bidding on new projects after this date shall perform the following tests on all water and sewer mains. Water mains shall be Hydrostatically tested and Bacteriologically tested. Sewer mains shall be mandrel tested and air tested. Manholes shall be tested with infiltration or exfiltration methods. A copy of the specifications for PVC Water Pipes, PVC Sewer Pipes and their respective testing methods is attached.